



SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

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March 31, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

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MARCH 31, 2009

Sachi A. Hamai
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EXECUTIVE OFFICER

Dear Supervisors:

AGREEMENTS FOR TEMPORARY CONTRACT SERVICES (All Districts) (3-Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman to sign Agreements with AppleOne Employment Services, Select Staffing Services, Helpmates Staffing Services and Good People for temporary contract services for clerical and comparable positions for the Board of Supervisors and the departments which contract with the Executive Office for payroll and other support services. These contracts cover the period April 15, 2009 through April 14, 2012, at an estimated annual cost of \$1.44 million, with the Executive Officer having the option to renew the contracts up to two (2) additional one-year terms, or any part of a year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommendations is to make available temporary help personnel to assist the Supervisorial Offices, the Executive Office and those few County departments which contract with the Executive Office for payroll or other support services (client departments) in situations where the utilization of regular County employees is not possible or is impractical.

For the past 29 years, this Department has administered a program to utilize temporary contract personnel to fill critical work assignments within the Supervisorial Offices, the Executive Office and client departments. The types of positions utilized are typically Account Clerks, Administrative Analysts, Receptionist/Typist Clerks, Senior Typist Clerks, Secretaries, Materials Handlers and other comparable positions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION (CONT'D):

These positions are used by departments for a variety of reasons including coverage during temporary absences, emergencies, and to meet peak workload demands.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

Approval of the recommendation is consistent with the County's Strategic Goal No. 1, Operational Effectiveness by providing quality, timely, and cost-efficient temporary personnel services to the Board of Supervisors and client departments during peak work periods and/or in the approved absence of permanent staff.

FISCAL IMPACT/FINANCING:

We estimate the costs for these contracts for the Board of Supervisors Department and the client departments will be approximately \$1.44 million annually (the Board of Supervisors Department's usage being approximately \$140,000 and the client departments' share being approximately \$1.3 million). The cost for the client departments will initially be paid by this department and then reimbursed.

The financing of temporary contract personnel costs is paid from existing budgeted funds within each user department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The County is authorized under California Government Code Section 31000.4 to obtain temporary help to assist the County during any peak load, temporary absence, or emergency other than a labor dispute. Use of temporary help under this Government Code Section is limited to a period not to exceed ninety (90) days for any single peak load, temporary absence, or emergency situation.

The Board of Supervisors Department's temporary contracts will be utilized by the following client departments: Agricultural Commissioner/Weights & Measures, Auditor–Controller, Chief Executive Office, Chief Information Office, Consumer Affairs, County Counsel, Human Resources, Human Relations Commission, Office of Affirmative Action Compliance, Office of Public Safety, Office of the Ombudsman and Regional Planning.

As in the past, we are recommending that contracts be awarded to more than one agency. Our years of experience in administering temporary contracts indicate there is a benefit in having more than one firm to provide services, primarily because (1) orders can be filled more quickly especially when the order involves several contract workers, (2) a single agency may not be able to meet all of our needs, and (3) there is an

FACTS AND PROVISIONS/LEGAL REQUIREMENTS (CONT'D):

alternate source always available should one agency experience any problem in complying with the terms of the contract.

The contracts with the agencies contain set hourly bill rates for the various positions as individually bid by each agency. A listing of the various positions in the recommended contracts, which will be utilized, is shown in Exhibit C.

We have met with County Counsel, the Department of Human Resources, and the Chief Executive Office regarding these temporary personnel services contracts. Consistent with Board policy, the Director of Personnel reports that departments are required to identify positions on the reemployment list whose job skills match those required by the County before a contract temporary position is retained. The Agreements will not be utilized to replace County employees impacted by program curtailments. Each affected Department will continue to work closely with employee unions on these issues.

Additionally, each of the contracts contain a provision which requires the contractor to give first consideration for any temporary employment openings to qualified permanent employees who are targeted for layoff or qualified former County employees who are on the reemployment list during the life of the Agreements. We will work with the Director of Personnel and each contractor to ensure that all employees who have been laid off are given the opportunity to apply at each agency.

On August 13, 2008, a copy of the Request for Proposals (RFP) for these temporary personnel services contracts was emailed to Local 721. The union did not choose to meet to discuss the RFP at that time. Draft copies of the final Agreements and this Board letter have been shared with Local 721, approved by County Counsel and discussed with staff of the Chief Executive Office Employee Relations Division and the Department of Human Resources.

CONTRACTING PROCESS:

On September 4, 2008, Request for Proposals were sent to all temporary contract agencies identified on our master roster listing and a listing maintained by this department (a total of 47 temporary contract agencies) and posted on the County of Los Angeles Office of Small Business web site. An evaluation committee consisting of staff from this office, evaluated each of the fifteen proposals submitted, and Board of Supervisors Fiscal Services Division evaluated each proposer's financial statements. The evaluation criteria was based on the hourly bill rates, the availability of qualified temporaries, and corporate capability and experience, presentation and format, references, financial stability and benefits.

CONTRACTING PROCESS (CONT'D):

Oral interviews were conducted for twelve proposers. Following the oral interviews, the top four agencies were selected: AppleOne Employment Services, Select Staffing Services, Helpmates Staffing Services and Good People. These agencies offer a large pool of qualified candidates, competitive hourly rates, a strong management team, and can provide qualified temporaries for the entire Los Angeles County area.

IMPACT ON CURRENT SERVICES:

Contracts are necessary in order to complete critical work assignments impacting the Board Offices and various operations within the Executive Office, as well as client departments.

CONCLUSION:

The temporary contract services program provides a viable option for this department and our client departments where the utilization of regular County employees is not feasible or is impractical. Continuation of this program is critical to our needs as well as those of our client departments.

Respectfully submitted,


Sachi A. Hamai
Executive Officer

SAH:cz

Attachments

c: Chief Executive Officer
County Counsel
Human Resources
Auditor-Controller
Service Employees International Union (Local 721)

TEMPORARY SERVICES AGREEMENT

COUNTY OF LOS ANGELES EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009 by and between the County of Los Angeles (hereinafter "County") and XXXXXXXXXX (hereinafter "Contractor") for the provision of temporary personnel services.

RECITALS

WHEREAS, the County is authorized to enter into contracts necessary for the exercise of its powers under California Government Code section 31000.4; and

WHEREAS, the County is in need of temporary personnel services on a part-time and intermittent basis to perform specific functions for the Board of Supervisors and other County departments; and

WHEREAS, the Contractor is in the business of, and is qualified and willing to provide temporary personnel services to the County from time to time, as determined by the County, and has been selected to do so through a solicitation process; and

WHEREAS, in the judgment of the County, this Agreement is necessary to meet its need for such temporary personnel services.

NOW THEREFORE, in consideration of the foregoing, all of which are incorporated as a part of this Agreement, and the mutual covenants of the parties as set forth below, the parties hereto further agree as follows throughout and hereinafter:

SECTION 1. APPLICABLE DOCUMENTS. (a) This base document, along with Exhibits A (Standard Terms and Conditions), B (Statement of Work), C (Hourly Billing Rates), D (Contractor's EEOC Certification), E (Certification of No Conflict of Interest), F (County Lobbyist Ordinance Certification), G (Child Support Compliance Program Certification), H (GAIN/GROW Participation Certification) and I (Contractor Employee Jury Service Certification), attached hereto and incorporated herein by this reference, collectively form, and are throughout and hereinafter referred to as, the "Agreement."

(b) In the event of any conflict and/or inconsistency in the definition and/or interpretation of any word, responsibility, schedule, and/or the contents and/or description of any deliverable, service, and/or other work, and/or otherwise, between and/or among this three (3) page base document and/or the Exhibits and their attachments, such conflict and/or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following descending priority:

- (1) Exhibit A – Standard Terms and Conditions
- (2) Exhibit B – Statement of Work
- (3) Exhibit C – Hourly Billing Rates

SECTION 2. ADMINISTRATION OF AGREEMENT. (a) The Contract Administrator identified herein shall be responsible for the administration of this Agreement on behalf of the County:

(b) Contractor's Operational Manager for the Agreement shall be the following person:

SECTION 3. CONTRACTOR RESPONSIBILITIES. (a) The Contractor shall be required to render and provide on an as-needed basis, services in the manner and form described in this Agreement and as more specifically set forth in Exhibit B (Statement of Work).

(b) Contractor agrees that should work be performed outside of that specifically requested and authorized by the County or outside the scope of the Statement of Work (Exhibit B), without the prior written approval of the County in accordance with this Agreement, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim(s) with respect to such work against the County.

(c) Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to the highest professional standards.

SECTION 4. COUNTY OBLIGATIONS. (a) County may periodically and from time to time, authorize Contractor to assign its employees and otherwise perform identified temporary personnel services on an as-needed basis. Said authorization shall be in writing.

(b) To the extent Contractor satisfactorily performs services hereunder, the County agrees to pay the Contractor for provision of services identified in the Agreement in accordance with relevant hourly rates and invoicing procedures set forth herein. Payment of such amount(s) shall constitute full and complete payment for services rendered hereunder.

SECTION 5. PAYMENT FOR SERVICES. Contractor shall be compensated for services satisfactorily rendered under this Agreement in accordance with the provisions set forth in § 300 (Invoices and Payments) of Exhibit A (Standard Terms and Conditions and provisions set forth in Statements of Work) of Exhibit B and (Hourly Billing Rates) of Exhibit C. Except as otherwise expressly provided in writing by the County, hourly billing rates set forth in Exhibit C shall remain in effect for the term of this Agreement, including any extension thereof.

SECTION 6. TERM. This Agreement shall commence on April 15, 2009 and shall terminate at the close of business on April 14, 2012. Thereafter, the Executive Officer may, in her discretion, renew this Agreement for two (2) additional one-year terms, or any part of a year.

SECTION 7. NO GUARANTY OF WORK. (a) This Agreement is intended to provide the County with temporary personnel services on an as-needed basis. As such, the County does not promise, guaranty or warrant that it will utilize any particular level of Contractor services, or any services at all during the term of this Agreement. The determination as to the need for such services or the selection of a particular contractor to be used for provision of such services, shall rest solely within the discretion of the Executive Officer.

(b) The Contractor understands that the County may enter into similar contracts with other temporary personnel service providers for provision of as-needed services, and that the County is not required to assign any percentage or minimum level of such services to the Contractor. The Executive Officer may, in her sole discretion, obtain any or all such services from one or more service providers having duly executed a temporary personnel services agreement with the County.

IN WITNESS WHEREOF, the County of Los Angeles and the Contractor have caused this Agreement to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: _____

Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai,
Executive Officer-Clerk of
the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

CONTRACTOR NAME

By: _____

Title: _____

Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS

**COUNTY OF LOS ANGELES
EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS
TEMPORARY PERSONNEL SERVICES AGREEMENT**

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STANDARD TERMS AND CONDITIONS

COUNTY OF LOS ANGELES EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS TEMPORARY PERSONNEL SERVICES AGREEMENT

§ 100. **DEFINITIONS.** For purposes of the Agreement, including all Exhibits thereto, the following definitions shall govern its interpretation:

§ 101. **"Agreement"** shall mean the agreement by and between the County of Los Angeles and the Contractor, which agreement shall include the three (3) page primary or base document and all exhibits and/or documents referenced therein.

§ 102. **"Board of Supervisors"** or **"Board"** shall mean the Board of Supervisors of the County of Los Angeles.

§ 103. **"Chief Executive Officer"** or **"CEO"** shall mean the Chief Executive Officer of the County of Los Angeles, or his authorized designated representative.

§ 104. **"Contract Administrator"** shall mean the Executive Officer or other person designated by the Executive Officer, which person shall have authority to act for the County on contractual and administrative matters relating to the Agreement.

§ 105. **"County"** shall mean the County of Los Angeles.

§ 106. **"Executive Officer-Clerk of the Board of Supervisors"** or **"Executive Officer"** shall mean the Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles or her designated representative.

§ 107. **"Hourly Billing Rates"** shall mean those rates set forth in Exhibit C of this Agreement. If expressly provided in the base document, the Hourly Billing Rates may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment; provided, however, any increase shall not exceed the general salary movement granted to County employees as determined by the CEO as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustment will be granted.

§ 108. **"Operational Manager"** shall mean the person designated by the Contractor to administer the Agreement on behalf of the Contractor and who shall be responsible for the Contractor's performance and ensuring Contractor's compliance with the Agreement.

§ 109. **"Services"** shall mean the services identified in the primary or base document of this Agreement, or as more specifically set forth in Exhibit B of this Agreement.

§ 110. "State" shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Contractor provides the following assurances and certifications (with required written certifications included in relevant exhibits to this Agreement), and agrees to the following terms:

§ 201. Compliance with Laws. (a) Contractor shall comply with all applicable federal, State, and local laws, rules, regulations and ordinances, and directives, and all provisions required are thereby included in this Agreement, are hereby incorporated by reference.

(b) Contractor agrees to indemnify, defend, and hold the County harmless from and against any and all liability, violation on the part of Contractor, its agents, officers, subcontractors, and employees of any such laws, rules, regulations, ordinances or directives.

§ 202. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

(b) Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

(c) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(d) Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation in compliance with all applicable federal and State anti-discrimination laws and regulations.

(e) Contractor certifies that it is in compliance with all federal, State, and local laws, including, but not limited to:

1. Title VI, Civil Rights Act of 1964;
2. Section 504, Rehabilitation Act of 1973;
3. Age Discrimination Act of 1975;
4. Title IX, Education Amendments of 1973, as applicable; and
5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B; and

(f) Contractor certifies that it shall subject no person, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation to discrimination as to any privileges or uses granted by this Agreement or under any project, program or activity supported by this Agreement.

(g) Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this § 202 when so requested by County.

(h) If any provision of this § 202 is violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

(i) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Thousand Dollars (\$5,000.00) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

§ 203. Certification of Requisite Skills. (a) Contractor represents and warrants to the County, and County will rely on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement.

(b) The County shall have the right to require any Contractor employee assigned to perform under this Agreement to take the standard County examination to determine that employee's skills. In the event Contractor's personnel do not meet the minimum requirements, the Contractor shall immediately replace said personnel with personnel possessing the required skills and the County shall not be charged for the services of the person replaced.

(c) All Contractor personnel performing services under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor's personnel passes or fails the background clearance investigation.

(d) The County Contract Administrator may, at his or her sole discretion, direct the Contractor to replace any of the individuals the Contractor has provided to render Services under the terms of this Agreement.

§ 204. Wage and Hour Laws. Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act (FLSA) and shall indemnify, defend and hold harmless County, its agents, officers and employees from any and all liability including but not limited to, wages overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the FLSA for services performed by Contractor's employees for which County may be found jointly or solely liable.

§ 205. Safety and Working Conditions. (a) Contractor shall comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 *et seq.*) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Contractor assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

(b) Consistent with this **§ 205**, Contractor agrees that it shall comply with section 3203 of title 8 in the California Code of Regulations which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

(c) In addition to other requirements set forth herein, Contractor certifies that it shall, at its own expense, provide its employees all necessary general and specific training with respect to safety and working conditions and provide its employees with all required personal protective equipment necessary to perform services under this Agreement.

§ 206. Employment Eligibility Verification. (a) Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all employees performing services under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations.

(b) Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

(c) Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from and against any employer sanctions and other liability which may be assessed against the Contractor or County, or both, in connection with any alleged violations of any federal statutes and/or regulations pertaining to the eligibility for employment of any persons performing services hereunder.

§ 207. Conflict of Interest/Contracts Prohibited. (a) No County employee whose position with the County enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee nor any individual possessing any direct or indirect financial interest in Contractor, may in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to influence the County's approval or ongoing evaluation of such work.

(b) Contractor certifies that it is aware of the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting with Current or Former County Employees," and that Contractor's execution of this Agreement does not violate those provisions. (Exhibit E, "Certification of No Conflict of Interest".)

(c) The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this § 207 shall be a material breach of this Agreement.

§ 208. Lobbying. Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. (Exhibit F, County Lobbyist Ordinance Certification.) Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may, in its sole discretion, immediately terminate or suspend this Agreement.

§ 209. Covenant Against Contingent Fees. (a) Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

(b) For breach of this warranty, County shall have the right to terminate this Agreement, and in its sole discretion, deduct or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from any deliverable price or other consideration payable.

§ 210. County Layoffs. (a) Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

(b) Employment offers to qualified County employees shall be under the same conditions and rate of compensation that apply to other individuals who are employed or may be employed by Contractor.

(c) Contractor shall maintain records of each employment offer made to qualified County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

§ 211. GAIN/GROW Program Participants. (a) Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. (See, Exhibit H, GAIN/GROW Participation Certification.) Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

(b) In the event that both laid off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority in accordance with **§ 210**.

§ 212. Prohibition Against Inducement or Persuasion. Notwithstanding **§ 210** and **§ 211** herein, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement or civil service process.

§ 213. Warranty of Adherence to County's Child Support Compliance Program.

(a) Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

(b) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). (See, Exhibit G, Child Support Compliance Program Certification.)

§ 214. Notice to Employees Regarding Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached to this Exhibit A of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

§ 215. Debarment and Suspension. (a) **Responsible Contractor.** The Contractor certifies that it has not been subject to debarment and/or suspension under any federal (29CFR Part 98), State or local program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Agreement by the Contractor.

(b) A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Contractor (as a contractor) is hereby notified that, in accordance with Chapter 2.202 of the County Code, as may be amended from time to time, if the County acquires information concerning the performance of Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County agreements for a specified period of time, and terminate any or all existing agreements the Contractor may have with the County. Notwithstanding any provision in this § 215 to the contrary, the parties agree that debarment proceedings shall be governed by provisions of Chapter 2.202 of the County Code.

(d) **Non-Responsible Contractor.** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform an agreement with the County or any other public entity or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honest, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Executive Officer will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will inform the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors of Contractor.** These terms shall also apply to subcontractors of County contractors.

§ 216. Notification of Federal Earned Income Credit. Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 217. Employee Jury Duty Service Program. (a) Jury Service Program. This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. (Exhibit I, "Contractor Employee Jury Service Certification.")

(b) **Written Employee Jury Service Policy.** (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this § 217, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary service of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this § 217. The provisions of this § 217 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for any exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for any exception to the Program.

(4) Contractor's violation of this § 217 may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor for the award of future County agreements for a period of time consistent with the seriousness of the breach.

§ 218. Authorization Warrant. (a) Contractor warrants and represents that the person(s) executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

(b) Contractor warrants that any person(s) executing this and/or any amendment to this Agreement pursuant to § 801 (Contract Modifications/Amendments) for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

§ 219. Protection Against Fraud and Abuse. The Contractor (including its employees and agents), in performing all obligations under the terms of this Agreement, assures that it will perform services in a manner which safeguards against fraud and abuse. The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Contractor, its officers, employees and agents of this section.

§ 300. INVOICES AND PAYMENTS.

§ 301. Submission of Invoice. (a) Contractor shall invoice the County for services performed under the terms of this Agreement at the rates set forth in Exhibit C (Hourly Billing Rates), monthly, by delivering a written invoice to the County Contract Administrator by the 15th of the month following the performance of the invoiced services. The form and content of such invoice shall be in accordance with instructions provided by the Contract Administrator to the Contractor.

(b) Invoices, and supporting documentation shall be delivered to the County Contract Administrator, c/o Executive Officer-Clerk of the Board of Supervisors, County of Los Angeles, Room 374, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012.

§ 302. Contractor Account Analysis. (a) The County Contract Administrator shall review submitted invoices and may, in his or her discretion, approve or deny all or any part of such invoice. The County Contract Administrator shall furnish a written statement of reasons for such denial to the Contractor.

(b) Contractor shall review all disputed/denied charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of County Contract Administrator's written report. If Contractor does not submit written justification within such thirty (30) calendar day period, Contractor shall be deemed to have agreed with County Contract Administrator's written report and the County shall not be responsible for payment of such disputed/denied charges. Disputed items on any invoice or statement shall not be paid unless and until resolved to the mutual satisfaction of the County Contract Administrator and the Contractor.

§ 303. Payment. The County agrees to pay those portions of such invoices approved for payment by the County Contract Administrator.

§ 304. Invoice Subject to Audit. All invoices submitted by the Contractor pursuant to this Agreement are subject to auditing requirements for the County Auditor-Controller.

§ 400. INDEPENDENT STATUS.

§ 401. Independent Contractor. (a) This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

(b) Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to the Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

(c) Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for all purposes, and in particular, for purposes of workers' compensation liability, solely employees of the Contractor and not of the County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person for injuries arising from or connected with compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor hereunder.

§ 402. No Right to Bind County. As an independent contractor, Contractor has no power or authority to bind the County to any obligations, agreements, or contracts.

§ 500. INDEMNIFICATION AND INSURANCE.

§ 501. Indemnification. Notwithstanding any provision of this Agreement to the contrary, either expressing or by implication, Contractor agrees to indemnify, defend and hold harmless County, and County's special districts, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to any losses, damages, fees, (including attorney and expert witness fees), costs, and/or expenses arising from or connected with Contractor's acts and/or omission(s) arising from and/or relating to this Agreement, including, without limitation, claims for bodily injury, death, personal injury or payment damage.

§ 502. Insurance. Without limiting Contractor's indemnification and defense of County, Contractor shall provide and maintain at its own expense during the term of this Agreement, the following programs of insurance covering its operations hereunder. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and shall be secured through a carrier satisfactory to the County.

(a) **General/Auto Liability.** Such policy of insurance shall include, but not be limited to, comprehensive general liability and comprehensive auto liability (if any of the individuals that the Contractor has provided is required to drive in the course of this contract), with a combined single limit or not less than \$1,000,000.00 per occurrence. Such insurance shall be primary to any other insurance.

(b) **Workers Compensation and Employers' Liability.** Insurance providing workers compensation benefits, as required by the California Labor Code, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker's Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

§ 503. Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the County Contract Administrator, c/o Executive Officer-Clerk of the Board of Supervisors, County of Los Angeles, Room 374, Kenneth Hahn Hall of Administration, 500 W. Temple Street, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverage's required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County, its special districts, its officials, (elected and appointed), officers and employees as insurers for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State.

§ 504. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A.M. best rating of not less than A:VII, unless otherwise approved by the County.

§ 505. Failure to Procure or Maintain Insurance. Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

§ 506. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Administrator.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

§ 507. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 508. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Providing evidence of insurance covering the activities of sub-contractors, or

(b) Providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.

§ 509. Self-Insurance. Notwithstanding § 502, the County agrees that Contractor may, upon written approval of County, provide for self-insurance with respect to any coverage set forth under paragraphs (a) and (b) of § 502, provided that Contractor shall provide evidence that is satisfactory to the County Risk Manager for any self-insurance programs elected.

§ 600. AUDITS/RECORDS/REPORTS/PUBLICITY.

§ 601. Records. (a) Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by Contractor to the County.

§ 602. Inspection/Monitoring. (a) Contractor hereby agrees to cooperate with the Executive Officer, County, the County Auditor-Controller and any appropriate State or federal representative, in the review and monitoring of Contractor's services, records and procedures at any reasonable time.

(b) Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal business hours. Such material, including all pertinent cost accounting, financial records and proprietary data shall be kept and maintained by Contractor according to Contractor's record retention schedule, but in no event less than five (5) years from creation of such records, unless the County's written permission is given to dispose of such material prior to the end of such periods as defined in the Contractor's record retention schedule. In the event the County wishes to exercise its rights under this § 602, County shall provide Contractor with at least twenty-four (24) hours advance written notice.

§ 603. Audits. If, at any time during the term of this Agreement, or at any time, but in no event later than two (2) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County dollar liability for such service is less than payments made by the County to the Contractor, then the Contractor agrees that the difference plus interest shall, at the County's option, be either: (1) repaid forthwith by Contractor to the County by cash payment, or (2) credited against any future payments hereunder to Contractor. Interest will be calculated and compounded for each day the actual overcharge existed. The interest rate shall be the daily Federal Fund rate in effect during the period the overcharge occurred. In the event such an audit is conducted, the County shall have access to the Contractor's records in accordance with this **§ 603**.

§ 604. Confidentiality. (a) Contractor shall maintain the confidentiality of all records obtained from County under this Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

(b) Contractor and Contractor's employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons whose names or identifying information become available or are disclosed to Contractor, Contractor's employees, agents or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying such person. Contractor, Contractor's employees, agents or subcontractors shall not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement and shall promptly transmit to County all requests for disclosure of such identifying information.

(c) Contractor shall inform all of its officers, employees, agents, and subcontractors, providing Services hereunder of the confidentiality provisions of this Agreement.

§ 700. TERMINATION/CANCELLATION OF SERVICES.

§ 701. Termination for Default. (a) Subject to the terms outlined herein, the County may, by written Notice of Default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform any of the authorized services as specified in Exhibit B (Statements of Work) of this Agreement that are within the time specified by the Executive Officer or any extension approved by Executive Officer; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

(b) Contractor shall have three (3) working days from the date of a Notice of Default in which to cure the default(s); however in its sole discretion, Executive Officer may extend this period or authorize a longer period for cure. Any such extension or authorization shall be in writing and signed by the Executive Officer. Executive Officer, in her sole discretion, shall determine if the default is cured.

(c) Payment for services received prior to termination will be determined in accordance with paragraph (c) of **§ 703** (Termination for Convenience).

(d) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates this Agreement in whole or in part for Contractor's default, the County may procure, upon such terms and in such manner as the County may deem appropriate, replacement services and Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by Executive Officer in her sole discretion. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this § 701.

(e) (1) Contractor shall not be liable for failure to perform under this Agreement if that failure arises from causes beyond the control and without the fault and negligence of Contractor, as determined by the Executive Officer. Such causes may include, but are not restricted to:

(A) Acts of nature (e.g., fires, floods, earthquakes, unusually severe weather, epidemics);

(B) Acts of the public enemy;

(C) Acts of County in either its sovereign or contractual capacity;

(D) Acts of the federal or State government in its sovereign capacity; quarantine restrictions, strikes, and freight embargoes; but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor.

(2) If the failure to perform is caused by the default of a subcontractor(s), and if such default arises out of causes beyond the control of both the Contractor and subcontractor(s), and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

(3) In the event the Contractor performance is excused in accordance with this subparagraph (e), and the services are not provided, the Contractor agrees to reimburse the County any amounts previously paid by the County; excluding extraordinary costs and expenses incurred by the Contractor as a direct result of instructions from the County; provided, however, that such costs and expenses have been approved by the Executive Officer and/or the Contractor Administrator in their sole discretion.

(f) If it is determined that Contractor was not in default under the provision of this Agreement, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued under § 703 (Termination for Convenience).

(g) The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

§ 702. Default for Insolvency. (a) County may cancel this Agreement forthwith for default in the event of the occurrence of any of the following:

(1) Insolvency of the Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of Bankruptcy or not, and whether insolvent within the meaning of the federal Bankruptcy Law or not.

- (2) Filing of a voluntary petition to have the Contractor declared bankrupt.
- (3) Appointment of a Receiver or Trustee for Contractor.
- (4) Execution by Contractor of an assignment for the benefit of creditors.

(b) The rights and remedies of County provided in this § 702 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

§ 703. Termination for Convenience. (a) This Agreement may be terminated in whole or in part by Executive Officer when such action is deemed by the Executive Officer to be in the County's best interest. Termination of this Agreement shall be effected by delivery to Contractor of a thirty (30) calendar day prior written Notice of Termination specifying the date upon which such termination becomes effective, unless a shorter/longer notice is required pursuant to the provisions of the Statement of Work (Exhibit B), in which event the shorter/longer notice shall be given.

(b) This Agreement may be terminated in whole or in part by Contractor without cause. Termination of the Agreement shall be effected by delivery to the Executive Officer or County Contract Administrator of a one-hundred eighty (180) calendar day prior written Notice of Termination specifying the date upon which such termination becomes effective, unless a shorter/longer notice is required pursuant to the provisions of the Statement of Work (Exhibit B), in which event the shorter/longer notice shall be given.

(c) After receipt by either party of a Notice of Termination, Contractor shall submit to the Executive Officer or County Contract Administrator, in the form and with the certifications as may be prescribed by the Executive Officer, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, the Executive Officer shall pay Contractor the amount so determined.

§ 704. Termination for Improper Consideration. (a) The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

(b) Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the Executive Officer manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

§ 705. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in § 213 (Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the County District Attorney or Department of Child Support Services shall be grounds upon which the County may terminate this Agreement pursuant to § 701 (Termination for Default).

§ 706. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 703 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 707. Action Upon Termination. After receipt of a Notice of Termination pursuant to the terms of this Agreement, and except as otherwise directed by the County, the Contractor shall:

- (a) Incur no new or additional obligations in connection with the terminated work, and on the date set in the Notice of Termination, the Contractor shall stop work to the extent specified.
- (b) Take all reasonable steps to minimize costs allocable to the work terminated by the notice.
- (c) Terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work.
- (d) Complete performance of such part of the work that shall not have been terminated by the Notice of Termination.

§ 708. No Payment for Services Provided Following Expiration/Termination of Agreement. Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

§ 800. GENERAL PROVISIONS.

§ 801. Contract Modifications/Amendments. Contractor and County may mutually agree to add services, add users to existing services, change any portion of the services, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in writing, signed by both parties.

§ 802. Assignments/Delegation (a) Contractor shall not assign any of its rights and/or delegate any of its duties under this Agreement, either in whole or in part, without the prior express written consent of the County in its sole and absolute discretion. Any unapproved assignment and/or delegation shall be null and void. Any payments by County to any unapproved delegate or assignee on any claim under this Agreement shall be subject to setoff, recoupment, or other reduction for any claim, which Contractor may have against County.

(b) If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, such action shall be null and void and may result in the termination of this Agreement.

§ 803. Subcontracting (a) In entering into this Agreement, the County has relied on the reputation, and upon obtaining the performance, of Contractor itself. Therefore, Contractor shall not delegate its duties, assign its rights or subcontract this Agreement, or any portion thereof, without the prior written consent of the Executive Officer. Any attempt of Contractor to subcontract without such consent shall be null and void, and constitutes a material breach of this Agreement.

(b) If Contractor desires to subcontract any portion of its performance, obligations, and/or responsibilities under this Agreement, Contractor shall make a written request to County for written approval, which shall include: (1) the reason(s) for the proposed subcontract, (2) a detailed description of the work to be performed by the proposed subcontractor (3) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, (4) a draft copy of the proposed subcontract, which must contain, at a minimum, all provisions of a County approved subcontract (subcontract provisions will be supplied by County upon request), (5) unless otherwise determined unnecessary by the County, copies of Certificates of Insurance and/or other evidence of coverage from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by § 500 (Indemnification and Insurance), and (6) any other information and/or certification required by County.

(c) Contractor shall indemnify, defend, and hold harmless County with respect to any liability resulting from the act(s) and/or omission(s) of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

(d) Contractor shall remain fully responsible for all performances required of it under this Agreement, including those, which Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

(e) Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officer, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

(f) (1) Contractor shall deliver to the County Contract Administrator a fully executed copy of each subcontract entered into by Contractor before any work may be performed under such subcontract.

(2) Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required on Contractor under § 500 (Indemnification and Insurance) from each approved subcontractor and deliver same to County Contract Administrator before any subcontractor may perform any work hereunder.

§ 804. Recycled Bond Paper. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste disposal at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in providing services.

§ 805. Survival. In addition to provisions expressly providing for survival, the following provisions of this Agreement shall survive its expiration or termination for any reason: **§ 201** (Compliance with Laws), **§ 204** (Wage and Hour Laws), **§ 500** (Indemnification and Insurance), **§ 600** (Audits/Records/Reports), **§ 803** (Subcontracting), and **§ 814** (Governing Law).

§ 806. Notices. (a) Any and all notices and/or demands required and/or permitted to be given and/or made under this Agreement shall be in writing, and shall be delivered (1) by personal service with signed receipt, or (2) mailed by first class registered or certified mail return receipt requested (throughout and hereinafter, Notice), and shall be deemed communicated as of the date of delivery/ mailing.

(b) Executive Officer shall have authority to issue all notices or demands required or permitted by the County under this Agreement.

(c) The County Contract Administrator shall be the County representative to whom the Contractor shall forward all notices, documents, reports, and records as required in this Agreement. Notices to the County shall be addressed to the County to the attention of the County Contract Administrator at the address contained in Section 2 (Administration of Agreement) of the base/primary document.

(d) The Contractor Operations Manager shall be the Contractor representative to whom the County shall forward all notices as required in this Agreement. Notices to the Contractor shall be addressed to the Contractor to the attention of the Contractor Operations Manager at the address contained in Section 2 (Administration of Agreement) of the base/primary document.

(e) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this **§ 806**, within five (5) working days of said change.

§ 807. Notice of Delays. Except as otherwise provided in this Agreement, when either the Executive Officer or Contractor has knowledge that any situation is delaying or threatens to delay the timely performance of this Agreement, such party shall provide immediate telephonic notification thereof, including all relevant information with respect thereto, to the other party to this Agreement. Contractor shall provide written notification of the delay within one (1) business day of the telephonic notification.

§ 808. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement in whole or in part or impose other penalties as specified in the Agreement.

§ 809. Most Favored Public Entity. If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to any public entity, including but not limited to the State, any county, municipality or district, at prices below those set forth in this Agreement, then such lower prices shall be immediately and retroactively extended to County.

§ 810. Waivers. (a) No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

(b) No delay, failure, or omission of the County to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

(c) Waivers of the provisions of this Agreement shall be in writing and signed by the Executive Officer and/or the Contractor, as applicable.

(d) The rights and remedies set forth in this § 810 shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

§ 811. Nonexclusivity. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

§ 812. Endorsements/Publicity. Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and related clients, County shall not inhibit Contractor from publishing its role under this Agreement with the following conditions:

(a) Contractor shall develop all publicity material in a professional manner.

(b) During the course of performance of this Agreement, Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of County without the prior written consent of the County.

(c) Contractor may, without prior written permission of the County indicate in its bids, proposals, and sales materials that it has been awarded this Agreement to provide services, provided, however, that the requirements of this § 812, shall apply.

(d) The Contractor shall not, in any manner, advertise, publish or represent that the County endorses the services herein provided without the prior written consent of the Executive Officer. Any published document, opinion or article referencing the County must have prior written consent of the Executive Officer.

§ 813. Validity. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Agreement would be materially impaired thereby.

§ 814. Governing Law. This Agreement shall be governed and construed in accordance with the substantial and procedural laws of the State. Contractor agrees and consents to the exclusive jurisdiction of the Courts of the State for all purposes regarding this Agreement, and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

§ 815. Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

§ 816. Entire Agreement. This Agreement constitutes the complete and exclusive agreement between the parties, and supersedes any and all previous and contemporaneous agreements, whether written or oral, and any and all communications between the parties, relating to the subject matter of this Agreement. County reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed writings, as provided under **§ 801** (Contract Modifications/Amendments).

§ 817. Captions. Caption, section, and subsection headings used in this Agreement are for convenience only, are not part of the terms and conditions of this Agreement, and shall not be used in interpreting any provision.

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STATEMENT OF WORK**1. INTRODUCTION**

The Executive Office of the Board of Supervisors of the County of Los Angeles has for many years administered contracts with various temporary employment agencies to provide as-needed personnel to this department as well as other County departments.

The six (6) principal job classifications needed are account clerks, administrative analysts, receptionist/typists, senior typist clerks, secretaries and material handlers. Other job classifications could be required from time-to-time in 1) higher level job classifications with duties comparable to those in the principal job classifications and 2) job classifications in other occupational categories.

Our needs for temporary services will not exceed 90 working days for any single peak load, emergency or temporary absence which require temporary services. Approximately 60 - 70 temporaries could be working on any given day. It is helpful if the selected Proposer/Proposers are able to fill requests to staff areas other than downtown Los Angeles, such as Lancaster.

2. MINIMUM EXPERIENCE & SKILL REQUIREMENTS

Listed below are the minimum qualifications for each of the six (6) principal job classifications to base your hourly bill rate upon:

Account Clerk

- One year's clerical experience in bookkeeping.
- Demonstrated skill in maintaining a double entry accounting system.
- Knowledge of accounts receivable, payable, and bank reconciliation principals.
- Demonstrated skill in using a ten key calculator by touch.

Administrative Analyst

- Three year's experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, budget, or human resources to management.
- The ability to analyze, interpret, and present complex data to management orally or in writing.
- Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that include such things as recommendations and comprehensive reports to management.

Receptionist/Typist

- One year's office clerical and skilled typing experience.
- Answers telephones, in most cases 5 - 6 lines, and requires high accuracy in taking written messages.
- Answers routine inquiries and gives information to the public and/or other clients.
- Ability to type 25-40 wpm.
- Knowledge and skill in the use of word processing software such as Microsoft Word 2003 or Word Perfect Corel 8.0.
- Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus.
- Proficient in the use of a fax machine, photocopy machine and calculator.
- Opens, sorts, time stamps and routes incoming mail.

Senior Typist Clerk

- Three year's office clerical experience, one year of which must have been in a specialized or supervisory capacity.
- Ability to type 40 wpm.
- Knowledge and skill in the use of word processing software such as Microsoft Word 2003 or Word Perfect Corel 8.0.
- Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus.
- Proficient in the use of computer to input data, a fax machine, photocopy machine, and calculator.

Secretary

- Two year's secretarial experience.
- Ability to type 40 w.p.m.
- Knowledge of at least two of the following software applications:
 - ✓ Microsoft Software (Access, Outlook, Power Point, and Word)
 - ✓ WordPerfect 7.0 , Word Perfect Corel 8.0, Lotus Smart Suite
 - ✓ Microsoft Excel
 - ✓ Windows 2003
- Ability to use Microsoft Outlook to e-mail, prepare calendars, and schedule appointments, and arrange conferences and meetings.
- Skill in screening office and telephone callers.
- Ability to organize thoughts and exceptional grammar skill to compose and prepare memos, notices, and bulletins.
- Ability to take written minutes and fast notes when required to attend and record meeting activities.

Materials Handler

- Experience in loading, unloading, and moving materials within or near work site.
- Determines department inventory levels, usage trends, maintenance of reorder levels, and monitors performance of shipping and receiving, and performance on materials transactions.

3. **PROPOSER'S EMPLOYEES**

The Proposer is responsible for providing training, and supervising the personnel assigned to perform services under any resultant contract. All personnel assigned by the Proposer to perform these services shall at all times be employees of the Proposer and the Proposer shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Proposer shall be removed from the performance of requested services immediately upon the written or oral request of the County Contract Administrator.

Proposer will be solely responsible for providing to its employees all legally required employee benefits and County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Proposer. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the County Auditor-Controller.

The personnel provided by the Proposer shall at a minimum, in addition to the experience and knowledge, skill and/or ability requirements of the position, possess the following:

- The ability to work in a complex, fast-paced, confidential and high-pressured working environment in carrying out multi-tasked assignments.
- The ability and skill to fluently read, write, speak and understand English.
- The ability to communicate effectively using good judgment and discretion when required to orally express ideas, provide feedback, report statuses, interpret and explain a variety of data, and when defending his/her position in the presentation of data.
- Present a neat, businesslike appearance and behave in a professional manner with peers, the public, and/or all levels of personnel with whom the assignment will place the individual in contact.
- The ability to handle sensitive materials and perform confidential duties, including refraining from communicating confidential data and/or materials to those who do not have a business need to know.
- Bilingual skill and ability to speak, read, and write in languages such as Spanish, Asian languages, etc., when requested.
- Possess a California Driver's License and be able to satisfy a California Department of Motor Vehicles (DMV) background check, upon request by the Executive Office, prior to placement into the assignment for those positions whose duties require the individual to operate a vehicle.

- Be able to satisfy and pass a criminal background check, upon request by the Executive Office, for those positions deemed sensitive prior to placement into the assignment. Background check results should be completed at least five business days before the individual is placed into the assignment. The cost of background checks is the responsibility of the Proposer.

The County Contract Administrator may, at his or her sole discretion, direct the Proposer to replace any of the individuals the Proposer has provided.

SPECIFIC PROPOSAL FOR HOURLY BILL RATES SAMPLE FORMAT

Listed below is a sample of the required format the Proposer should follow for each of the following job classifications: account clerk, administrative analyst, receptionist/typist, senior typist clerk, secretary, and materials handler. List the Proposer's job titles, hourly rates, job descriptions, and minimum requirements for each job classification.

Please note that on occasion, the Executive Office may have the need to use a job title not included in this RFP. **Therefore, in addition to the above, feel free to list other job classifications, hourly rates and skill requirements for all the positions under employment:**

<u>JOB DESCRIPTIONS & MINIMUM REQUIREMENTS</u>	<u>HOURLY BILL RATE</u>
<p><u>Account Clerk</u></p> <p>One year's clerical experience in bookkeeping. Demonstrated skill in maintaining a double entry accounting system. Knowledge of accounts receivable, payable, and bank reconciliation principals. Demonstrated skill in using a ten key calculator by touch.</p>	\$0.00
<p><u>Administrative Analyst</u></p> <p>Three year's experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, budget, or human resources to management. The ability to analyze, interpret, and present complex data to management orally or in writing. Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that include such things as recommendations and comprehensive reports to management.</p>	\$0.00
<p><u>Receptionist/Typist</u></p> <p>One year's office clerical and skilled typing experience. Answers telephones, in most cases 5 - 6 lines, and requires high accuracy in taking written messages. Answers routine inquiries and gives information to the public and/or other clients. Ability to type 25-40 wpm. Knowledge and skill in the use of word processing software such as Microsoft Word 2003 or Word Perfect Corel 8.0. Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus. Proficient in the use of a fax machine, photocopy machine and calculator. Opens, sorts, time stamps and routes incoming mail.</p>	\$0.00
<p><u>Senior Typist Clerk</u></p> <p>Three year's office clerical experience, one year of which must have been in a specialized or supervisory capacity. Ability to type 40 wpm. Knowledge and skill in the use of word processing software such as Microsoft Word</p>	\$0.00

2003 or Word Perfect Corel 8.0. Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus. Proficient in the use of computer to input data, a fax machine, photocopy machine, and calculator.

Secretary

\$0.00

Two year's secretarial experience. Ability to type 40 w.p.m. Knowledge of at least two of the following software applications: Microsoft Software (Access, Outlook, Power Point, and Word), WordPerfect 7.0 , Word Perfect Corel 8.0, Lotus Smart Suite, Microsoft Excel, Windows 2003. Ability to use Microsoft Outlook to e-mail, prepare calendars, and schedule appointments, and arrange conferences and meetings. Skill in screening office and telephone callers. Ability to organize thoughts and exceptional grammar skill to compose and prepare memos, notices, and bulletins. Ability to take written minutes and fast notes when required to attend and record meeting activities.

Materials Handler

\$0.00

Experience in loading, unloading, and moving materials within or near work site. Determines department inventory levels, usage trends, maintenance of reorder levels, and monitors performance of shipping and receiving, and performance on materials transactions.

EXHIBIT D**PROPOSER'S EEO CERTIFICATION**

Company Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

	CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.		()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.		()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.		()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.		()	()

Signature

Date

Name and Title of Signer (please print)

EXHIBIT E

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

EXHIBIT F

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 established the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County Department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (Print name as shown in bid or proposal) _____,
 hereby submit this certification to the (County department) _____,
 pursuant to the provisions of County Code
 Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or
 proposal) _____, an independently-owned or franchiser-owned
 business (circle one), located at (contractor or, if an association, associated member address),
 _____, is in compliance with Los Angeles County's Child Support Compliance
 Program and has met the following requirements:

1) Submitted a complete Principal Owner Information form to the District Attorney Bureau of Family Support Operations;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653 a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT
EXECUTED THIS _____ DAY OF _____

(Month and Year)

at: _____ Telephone No. _____

by: _____

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: District Attorney Bureau of Family Support Operations
 Special Projects
 P.O Box 911009
 Los Angeles, CA 90091-1009
 FAX: (323) 890-9741

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

- A. Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

- B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

- C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

EXHIBIT I**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____	Services:	

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:		Title:	
Signature:		Date:	

TEMPORARY SERVICES AGREEMENT

COUNTY OF LOS ANGELES EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of April, 2009 by and between the County of Los Angeles (hereinafter "County") and Select Staffing Services (hereinafter "Contractor") for the provision of temporary personnel services.

RECITALS

WHEREAS, the County is authorized to enter into contracts necessary for the exercise of its powers under California Government Code section 31000.4; and

WHEREAS, the County is in need of temporary personnel services on a part-time and intermittent basis to perform specific functions for the Board of Supervisors and other County departments; and

WHEREAS, the Contractor is in the business of, and is qualified and willing to provide temporary personnel services to the County from time to time, as determined by the County, and has been selected to do so through a solicitation process; and

WHEREAS, in the judgment of the County, this Agreement is necessary to meet its need for such temporary personnel services.

NOW THEREFORE, in consideration of the foregoing, all of which are incorporated as a part of this Agreement, and the mutual covenants of the parties as set forth below, the parties hereto further agree as follows throughout and hereinafter:

SECTION 1. APPLICABLE DOCUMENTS. (a) This base document, along with Exhibits A (Standard Terms and Conditions), B (Statement of Work), C (Hourly Billing Rates), D (Contractor's EEOC Certification), E (Certification of No Conflict of Interest), F (County Lobbyist Ordinance Certification), G (Child Support Compliance Program Certification), H (GAIN/GROW Participation Certification) and I (Contractor Employee Jury Service Certification), attached hereto and incorporated herein by this reference, collectively form, and are throughout and hereinafter referred to as, the "Agreement."

(b) In the event of any conflict and/or inconsistency in the definition and/or interpretation of any word, responsibility, schedule, and/or the contents and/or description of any deliverable, service, and/or other work, and/or otherwise, between and/or among this three (3) page base document and/or the Exhibits and their attachments, such conflict and/or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following descending priority:

- (1) Exhibit A – Standard Terms and Conditions
- (2) Exhibit B – Statement of Work
- (3) Exhibit C – Hourly Billing Rates

SECTION 2. ADMINISTRATION OF AGREEMENT. (a) The Contract Administrator identified herein shall be responsible for the administration of this Agreement on behalf of the County:

**Sachi A. Hamai
Executive Officer
383 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012**

(b) Contractor's Operational Manager for the Agreement shall be the following person:

**Robin Doran
Regional Vice President
777 S. Figueroa St., Suite 2500
Los Angeles, CA 90017**

SECTION 3. CONTRACTOR RESPONSIBILITIES. (a) The Contractor shall be required to render and provide on an as-needed basis, services in the manner and form described in this Agreement and as more specifically set forth in Exhibit B (Statement of Work).

(b) Contractor agrees that should work be performed outside of that specifically requested and authorized by the County or outside the scope of the Statement of Work (Exhibit B), without the prior written approval of the County in accordance with this Agreement, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim(s) with respect to such work against the County.

(c) Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to the highest professional standards.

SECTION 4. COUNTY OBLIGATIONS. (a) County may periodically and from time to time, authorize Contractor to assign its employees and otherwise perform identified temporary personnel services on an as-needed basis. Said authorization shall be in writing.

(b) To the extent Contractor satisfactorily performs services hereunder, the County agrees to pay the Contractor for provision of services identified in the Agreement in accordance with relevant hourly rates and invoicing procedures set forth herein. Payment of such amount(s) shall constitute full and complete payment for services rendered hereunder.

SECTION 5. PAYMENT FOR SERVICES. Contractor shall be compensated for services satisfactorily rendered under this Agreement in accordance with the provisions set forth in § 300 (Invoices and Payments) of Exhibit A (Standard Terms and Conditions and provisions set forth in Statements of Work) of Exhibit B and (Hourly Billing Rates) of Exhibit C. Except as otherwise expressly provided in writing by the County, hourly billing rates set forth in Exhibit C shall remain in effect for the term of this Agreement, including any extension thereof.

SECTION 6. TERM. This Agreement shall commence on April 15, 2009 and shall terminate at the close of business on April 14, 2012. Thereafter, the Executive Officer may, in her discretion, renew this Agreement for two (2) additional one-year terms, or any part of a year.

SECTION 7. NO GUARANTY OF WORK. (a) This Agreement is intended to provide the County with temporary personnel services on an as-needed basis. As such, the County does not promise, guaranty or warrant that it will utilize any particular level of Contractor services, or any services at all during the term of this Agreement. The determination as to the need for such services or the selection of a particular contractor to be used for provision of such services, shall rest solely within the discretion of the Executive Officer.

(b) The Contractor understands that the County may enter into similar contracts with other temporary personnel service providers for provision of as-needed services, and that the County is not required to assign any percentage or minimum level of such services to the Contractor. The Executive Officer may, in her sole discretion, obtain any or all such services from one or more service providers having duly executed a temporary personnel services agreement with the County.

IN WITNESS WHEREOF, the County of Los Angeles and the Contractor have caused this Agreement to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: *Don Kruke*

Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai,
Executive Officer-Clerk of
the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *[Signature]*

Deputy

APR 08 2009

By: *[Signature]*

Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: *[Signature]*

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Select Staffing Services

By: *[Signature]*

Title: *Regional Vice President*

Date: *4/3/09*

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EXECUTIVE OFFICER

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EXHIBIT A

STANDARD TERMS AND CONDITIONS

**COUNTY OF LOS ANGELES
EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS
TEMPORARY PERSONNEL SERVICES AGREEMENT**

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STANDARD TERMS AND CONDITIONS

COUNTY OF LOS ANGELES EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS TEMPORARY PERSONNEL SERVICES AGREEMENT

§ 100. DEFINITIONS. For purposes of the Agreement, including all Exhibits thereto, the following definitions shall govern its interpretation:

§ 101. "Agreement" shall mean the agreement by and between the County of Los Angeles and the Contractor, which agreement shall include the three (3) page primary or base document and all exhibits and/or documents referenced therein.

§ 102. "Board of Supervisors" or "Board" shall mean the Board of Supervisors of the County of Los Angeles.

§ 103. "Chief Executive Officer" or "CEO" shall mean the Chief Executive Officer of the County of Los Angeles, or his authorized designated representative.

§ 104. "Contract Administrator" shall mean the Executive Officer or other person designated by the Executive Officer, which person shall have authority to act for the County on contractual and administrative matters relating to the Agreement.

§ 105. "County" shall mean the County of Los Angeles.

§ 106. "Executive Officer-Clerk of the Board of Supervisors" or "Executive Officer" shall mean the Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles or her designated representative.

§ 107. "Hourly Billing Rates" shall mean those rates set forth in Exhibit C of this Agreement. If expressly provided in the base document, the Hourly Billing Rates may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment; provided, however, any increase shall not exceed the general salary movement granted to County employees as determined by the CEO as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustment will be granted.

§ 108. "Operational Manager" shall mean the person designated by the Contractor to administer the Agreement on behalf of the Contractor and who shall be responsible for the Contractor's performance and ensuring Contractor's compliance with the Agreement.

§ 109. "Services" shall mean the services identified in the primary or base document of this Agreement, or as more specifically set forth in Exhibit B of this Agreement.

§ 110. "State" shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Contractor provides the following assurances and certifications (with required written certifications included in relevant exhibits to this Agreement), and agrees to the following terms:

§ 201. Compliance with Laws. (a) Contractor shall comply with all applicable federal, State, and local laws, rules, regulations and ordinances, and directives, and all provisions required are thereby included in this Agreement, are hereby incorporated by reference.

(b) Contractor agrees to indemnify, defend, and hold the County harmless from and against any and all liability, violation on the part of Contractor, its agents, officers, subcontractors, and employees of any such laws, rules, regulations, ordinances or directives.

§ 202. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

(b) Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

(c) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(d) Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation in compliance with all applicable federal and State anti-discrimination laws and regulations.

(e) Contractor certifies that it is in compliance with all federal, State, and local laws, including, but not limited to:

1. Title VI, Civil Rights Act of 1964;
2. Section 504, Rehabilitation Act of 1973;
3. Age Discrimination Act of 1975;
4. Title IX, Education Amendments of 1973, as applicable; and
5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B; and

(f) Contractor certifies that it shall subject no person, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation to discrimination as to any privileges or uses granted by this Agreement or under any project, program or activity supported by this Agreement.

(g) Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this § 202 when so requested by County.

(h) If any provision of this § 202 is violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

(i) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Thousand Dollars (\$5,000.00) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

§ 203. Certification of Requisite Skills. (a) Contractor represents and warrants to the County, and County will rely on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement.

(b) The County shall have the right to require any Contractor employee assigned to perform under this Agreement to take the standard County examination to determine that employee's skills. In the event Contractor's personnel do not meet the minimum requirements, the Contractor shall immediately replace said personnel with personnel possessing the required skills and the County shall not be charged for the services of the person replaced.

(c) All Contractor personnel performing services under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor's personnel passes or fails the background clearance investigation.

(d) The County Contract Administrator may, at his or her sole discretion, direct the Contractor to replace any of the individuals the Contractor has provided to render Services under the terms of this Agreement.

§ 204. Wage and Hour Laws. Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act (FLSA) and shall indemnify, defend and hold harmless County, its agents, officers and employees from any and all liability including but not limited to, wages overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the FLSA for services performed by Contractor's employees for which County may be found jointly or solely liable.

§ 205. Safety and Working Conditions. (a) Contractor shall comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 *et seq.*) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Contractor assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

(b) Consistent with this **§ 205**, Contractor agrees that it shall comply with section 3203 of title 8 in the California Code of Regulations which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

(c) In addition to other requirements set forth herein, Contractor certifies that it shall, at its own expense, provide its employees all necessary general and specific training with respect to safety and working conditions and provide its employees with all required personal protective equipment necessary to perform services under this Agreement.

§ 206. Employment Eligibility Verification. (a) Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all employees performing services under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations.

(b) Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

(c) Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from and against any employer sanctions and other liability which may be assessed against the Contractor or County, or both, in connection with any alleged violations of any federal statutes and/or regulations pertaining to the eligibility for employment of any persons performing services hereunder.

§ 207. Conflict of Interest/Contracts Prohibited. (a) No County employee whose position with the County enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee nor any individual possessing any direct or indirect financial interest in Contractor, may in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to influence the County's approval or ongoing evaluation of such work.

(b) Contractor certifies that it is aware of the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting with Current or Former County Employees," and that Contractor's execution of this Agreement does not violate those provisions. (Exhibit E, "Certification of No Conflict of Interest".)

(c) The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this **§ 207** shall be a material breach of this Agreement.

§ 208. Lobbying. Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. (Exhibit F, County Lobbyist Ordinance Certification.) Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may, in its sole discretion, immediately terminate or suspend this Agreement.

§ 209. Covenant Against Contingent Fees. (a) Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

(b) For breach of this warranty, County shall have the right to terminate this Agreement, and in its sole discretion, deduct or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from any deliverable price or other consideration payable.

§ 210. County Layoffs. (a) Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

(b) Employment offers to qualified County employees shall be under the same conditions and rate of compensation that apply to other individuals who are employed or may be employed by Contractor.

(c) Contractor shall maintain records of each employment offer made to qualified County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

§ 211. GAIN/GROW Program Participants. (a) Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. (See, Exhibit H, GAIN/GROW Participation Certification.) Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

(b) In the event that both laid off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority in accordance with **§ 210**.

§ 212. Prohibition Against Inducement or Persuasion. Notwithstanding **§ 210** and **§ 211** herein, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement or civil service process.

§ 213. Warranty of Adherence to County's Child Support Compliance Program.

(a) Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

(b) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). (See, Exhibit G, Child Support Compliance Program Certification.)

§ 214. Notice to Employees Regarding Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached to this Exhibit A of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

§ 215. Debarment and Suspension. (a) **Responsible Contractor.** The Contractor certifies that it has not been subject to debarment and/or suspension under any federal (29CFR Part 98), State or local program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Agreement by the Contractor.

(b) A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Contractor (as a contractor) is hereby notified that, in accordance with Chapter 2.202 of the County Code, as may be amended from time to time, if the County acquires information concerning the performance of Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County agreements for a specified period of time, and terminate any or all existing agreements the Contractor may have with the County. Notwithstanding any provision in this § 215 to the contrary, the parties agree that debarment proceedings shall be governed by provisions of Chapter 2.202 of the County Code.

(d) **Non-Responsible Contractor.** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform an agreement with the County or any other public entity or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Executive Officer will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will inform the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors of Contractor.** These terms shall also apply to subcontractors of County contractors.

§ 216. Notification of Federal Earned Income Credit. Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 217. Employee Jury Duty Service Program. (a) **Jury Service Program.** This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. (Exhibit I, "Contractor Employee Jury Service Certification.")

(b) **Written Employee Jury Service Policy.** (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this § 217, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours of more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary service of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this § 217. The provisions of this § 217 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for any exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for any exception to the Program.

(4) Contractor's violation of this § 217 may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor for the award of future County agreements for a period of time consistent with the seriousness of the breach.

§ 218. Authorization Warranty. (a) Contractor warrants and represents that the person(s) executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

(b) Contractor warrants that any person(s) executing this and/or any amendment to this Agreement pursuant to § 801 (Contract Modifications/Amendments) for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

§ 219. Protection Against Fraud and Abuse. The Contractor (including its employees and agents), in performing all obligations under the terms of this Agreement, assures that it will perform services in a manner which safeguards against fraud and abuse. The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Contractor, its officers, employees and agents of this section.

§ 300. INVOICES AND PAYMENTS.

§ 301. Submission of Invoice. (a) Contractor shall invoice the County for services performed under the terms of this Agreement at the rates set forth in Exhibit C (Hourly Billing Rates), monthly, by delivering a written invoice to the County Contract Administrator by the 15th of the month following the performance of the invoiced services. The form and content of such invoice shall be in accordance with instructions provided by the Contract Administrator to the Contractor.

(b) Invoices, and supporting documentation shall be delivered to the County Contract Administrator, c/o Executive Officer-Clerk of the Board of Supervisors, County of Los Angeles, Room 374, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012.

§ 302. Contractor Account Analysis. (a) The County Contract Administrator shall review submitted invoices and may, in his or her discretion, approve or deny all or any part of such invoice. The County Contract Administrator shall furnish a written statement of reasons for such denial to the Contractor.

(b) Contractor shall review all disputed/denied charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of County Contract Administrator's written report. If Contractor does not submit written justification within such thirty (30) calendar day period, Contractor shall be deemed to have agreed with County Contract Administrator's written report and the County shall not be responsible for payment of such disputed/denied charges. Disputed items on any invoice or statement shall not be paid unless and until resolved to the mutual satisfaction of the County Contract Administrator and the Contractor.

§ 303. Payment. The County agrees to pay those portions of such invoices approved for payment by the County Contract Administrator.

§ 304. Invoice Subject to Audit. All invoices submitted by the Contractor pursuant to this Agreement are subject to auditing requirements for the County Auditor-Controller.

§ 400. INDEPENDENT STATUS.

§ 401. Independent Contractor. (a) This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

(b) Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to the Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

(c) Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for all purposes, and in particular, for purposes of workers' compensation liability, solely employees of the Contractor and not of the County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person for injuries arising from or connected with compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor hereunder.

§ 402. No Right to Bind County. As an independent contractor, Contractor has no power or authority to bind the County to any obligations, agreements, or contracts.

§ 500. INDEMNIFICATION AND INSURANCE.

§ 501. Indemnification. Notwithstanding any provision of this Agreement to the contrary, either expressing or by implication, Contractor agrees to indemnify, defend and hold harmless County, and County's special districts, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to any losses, damages, fees, (including attorney and expert witness fees), costs, and/or expenses arising from or connected with Contractor's acts and/or omission(s) arising from and/or relating to this Agreement, including, without limitation, claims for bodily injury, death, personal injury or payment damage.

§ 502. Insurance. Without limiting Contractor's indemnification and defense of County, Contractor shall provide and maintain at its own expense during the term of this Agreement, the following programs of insurance covering its operations hereunder. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and shall be secured through a carrier satisfactory to the County.

(a) **General/Auto Liability.** Such policy of insurance shall include, but not be limited to, comprehensive general liability and comprehensive auto liability (if any of the individuals that the Contractor has provided is required to drive in the course of this contract), with a combined single limit or not less than \$1,000,000.00 per occurrence. Such insurance shall be primary to any other insurance.

(b) **Workers Compensation and Employers' Liability.** Insurance providing workers compensation benefits, as required by the California Labor Code, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker's Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

§ 503. Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the County Contract Administrator, c/o Executive Officer-Clerk of the Board of Supervisors, County of Los Angeles, Room 374, Kenneth Hahn Hall of Administration, 500 W. Temple Street, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverage's required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County, its special districts, its officials, (elected and appointed), officers and employees as insurers for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State.

§ 504. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A.M. best rating of not less than A:VII, unless otherwise approved by the County.

§ 505. Failure to Procure or Maintain Insurance. Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

§ 506. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Administrator.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

§ 507. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 508. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Providing evidence of insurance covering the activities of sub-contractors, or

(b) Providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.

§ 509. Self-Insurance. Notwithstanding § 502, the County agrees that Contractor may, upon written approval of County, provide for self-insurance with respect to any coverage set forth under paragraphs (a) and (b) of § 502, provided that Contractor shall provide evidence that is satisfactory to the County Risk Manager for any self-insurance programs elected.

§ 600. AUDITS/RECORDS/REPORTS/PUBLICITY.

§ 601. Records. (a) Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by Contractor to the County.

§ 602. Inspection/Monitoring. (a) Contractor hereby agrees to cooperate with the Executive Officer, County, the County Auditor-Controller and any appropriate State or federal representative, in the review and monitoring of Contractor's services, records and procedures at any reasonable time.

(b) Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal business hours. Such material, including all pertinent cost accounting, financial records and proprietary data shall be kept and maintained by Contractor according to Contractor's record retention schedule, but in no event less than five (5) years from creation of such records, unless the County's written permission is given to dispose of such material prior to the end of such periods as defined in the Contractor's record retention schedule. In the event the County wishes to exercise its rights under this § 602, County shall provide Contractor with at least twenty-four (24) hours advance written notice.

§ 603. Audits. If, at any time during the term of this Agreement, or at any time, but in no event later than two (2) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County dollar liability for such service is less than payments made by the County to the Contractor, then the Contractor agrees that the difference plus interest shall, at the County's option, be either: (1) repaid forthwith by Contractor to the County by cash payment, or (2) credited against any future payments hereunder to Contractor. Interest will be calculated and compounded for each day the actual overcharge existed. The interest rate shall be the daily Federal Fund rate in effect during the period the overcharge occurred. In the event such an audit is conducted, the County shall have access to the Contractor's records in accordance with this **§ 603**.

§ 604. Confidentiality. (a) Contractor shall maintain the confidentiality of all records obtained from County under this Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

(b) Contractor and Contractor's employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons whose names or identifying information become available or are disclosed to Contractor, Contractor's employees, agents or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying such person. Contractor, Contractor's employees, agents or subcontractors shall not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement and shall promptly transmit to County all requests for disclosure of such identifying information.

(c) Contractor shall inform all of its officers, employees, agents, and subcontractors, providing Services hereunder of the confidentiality provisions of this Agreement.

§ 700. TERMINATION/CANCELLATION OF SERVICES.

§ 701. Termination for Default. (a) Subject to the terms outlined herein, the County may, by written Notice of Default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform any of the authorized services as specified in Exhibit B (Statements of Work) of this Agreement that are within the time specified by the Executive Officer or any extension approved by Executive Officer; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

(b) Contractor shall have three (3) working days from the date of a Notice of Default in which to cure the default(s); however in its sole discretion, Executive Officer may extend this period or authorize a longer period for cure. Any such extension or authorization shall be in writing and signed by the Executive Officer. Executive Officer, in her sole discretion, shall determine if the default is cured.

(c) Payment for services received prior to termination will be determined in accordance with paragraph (c) of § 703 (Termination for Convenience).

(d) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates this Agreement in whole or in part for Contractor's default, the County may procure, upon such terms and in such manner as the County may deem appropriate, replacement services and Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by Executive Officer in her sole discretion. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this § 701.

(e) (1) Contractor shall not be liable for failure to perform under this Agreement if that failure arises from causes beyond the control and without the fault and negligence of Contractor, as determined by the Executive Officer. Such causes may include, but are not restricted to:

(A) Acts of nature (e.g., fires, floods, earthquakes, unusually severe weather, epidemics);

(B) Acts of the public enemy;

(C) Acts of County in either its sovereign or contractual capacity;

(D) Acts of the federal or State government in its sovereign capacity; quarantine restrictions, strikes, and freight embargoes; but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor.

(2) If the failure to perform is caused by the default of a subcontractor(s), and if such default arises out of causes beyond the control of both the Contractor and subcontractor(s), and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

(3) In the event the Contractor performance is excused in accordance with this subparagraph (e), and the services are not provided, the Contractor agrees to reimburse the County any amounts previously paid by the County; excluding extraordinary costs and expenses incurred by the Contractor as a direct result of instructions from the County; provided, however, that such costs and expenses have been approved by the Executive Officer and/or the Contractor Administrator in their sole discretion.

(f) If it is determined that Contractor was not in default under the provision of this Agreement, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued under § 703 (Termination for Convenience).

(g) The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

§ 702. Default for Insolvency. (a) County may cancel this Agreement forthwith for default in the event of the occurrence of any of the following:

(1) Insolvency of the Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of Bankruptcy or not, and whether insolvent within the meaning of the federal Bankruptcy Law or not.

- (2) Filing of a voluntary petition to have the Contractor declared bankrupt.
- (3) Appointment of a Receiver or Trustee for Contractor.
- (4) Execution by Contractor of an assignment for the benefit of creditors.

(b) The rights and remedies of County provided in this § 702 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

§ 703. Termination for Convenience. (a) This Agreement may be terminated in whole or in part by Executive Officer when such action is deemed by the Executive Officer to be in the County's best interest. Termination of this Agreement shall be effected by delivery to Contractor of a thirty (30) calendar day prior written Notice of Termination specifying the date upon which such termination becomes effective, unless a shorter/longer notice is required pursuant to the provisions of the Statement of Work (Exhibit B), in which event the shorter/longer notice shall be given.

(b) This Agreement may be terminated in whole or in part by Contractor without cause. Termination of the Agreement shall be effected by delivery to the Executive Officer or County Contract Administrator of a one-hundred eighty (180) calendar day prior written Notice of Termination specifying the date upon which such termination becomes effective, unless a shorter/longer notice is required pursuant to the provisions of the Statement of Work (Exhibit B), in which event the shorter/longer notice shall be given.

(c) After receipt by either party of a Notice of Termination, Contractor shall submit to the Executive Officer or County Contract Administrator, in the form and with the certifications as may be prescribed by the Executive Officer, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, the Executive Officer shall pay Contractor the amount so determined.

§ 704. Termination for Improper Consideration. (a) The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

(b) Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the Executive Officer manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

§ 705. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in § 213 (Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the County District Attorney or Department of Child Support Services shall be grounds upon which the County may terminate this Agreement pursuant to § 701 (Termination for Default).

§ 706. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 703 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 707. Action Upon Termination. After receipt of a Notice of Termination pursuant to the terms of this Agreement, and except as otherwise directed by the County, the Contractor shall:

- (a) Incur no new or additional obligations in connection with the terminated work, and on the date set in the Notice of Termination, the Contractor shall stop work to the extent specified.
- (b) Take all reasonable steps to minimize costs allocable to the work terminated by the notice.
- (c) Terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work.
- (d) Complete performance of such part of the work that shall not have been terminated by the Notice of Termination.

§ 708. No Payment for Services Provided Following Expiration/Termination of Agreement. Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

§ 800. GENERAL PROVISIONS.

§ 801. Contract Modifications/Amendments. Contractor and County may mutually agree to add services, add users to existing services, change any portion of the services, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in writing, signed by both parties.

§ 802. Assignments/Delegation (a) Contractor shall not assign any of its rights and/or delegate any of its duties under this Agreement, either in whole or in part, without the prior express written consent of the County in its sole and absolute discretion. Any unapproved assignment and/or delegation shall be null and void. Any payments by County to any unapproved delegate or assignee on any claim under this Agreement shall be subject to setoff, recoupment, or other reduction for any claim, which Contractor may have against County.

(b) If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, such action shall be null and void and may result in the termination of this Agreement.

§ 803. Subcontracting (a) In entering into this Agreement, the County has relied on the reputation, and upon obtaining the performance, of Contractor itself. Therefore, Contractor shall not delegate its duties, assign its rights or subcontract this Agreement, or any portion thereof, without the prior written consent of the Executive Officer. Any attempt of Contractor to subcontract without such consent shall be null and void, and constitutes a material breach of this Agreement.

(b) If Contractor desires to subcontract any portion of its performance, obligations, and/or responsibilities under this Agreement, Contractor shall make a written request to County for written approval, which shall include: (1) the reason(s) for the proposed subcontract, (2) a detailed description of the work to be performed by the proposed subcontractor (3) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, (4) a draft copy of the proposed subcontract, which must contain, at a minimum, all provisions of a County approved subcontract (subcontract provisions will be supplied by County upon request), (5) unless otherwise determined unnecessary by the County, copies of Certificates of Insurance and/or other evidence of coverage from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by **§ 500** (Indemnification and Insurance), and (6) any other information and/or certification required by County.

(c) Contractor shall indemnify, defend, and hold harmless County with respect to any liability resulting from the act(s) and/or omission(s) of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

(d) Contractor shall remain fully responsible for all performances required of it under this Agreement, including those, which Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

(e) Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officer, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

(f) (1) Contractor shall deliver to the County Contract Administrator a fully executed copy of each subcontract entered into by Contractor before any work may be performed under such subcontract.

(2) Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required on Contractor under **§ 500** (Indemnification and Insurance) from each approved subcontractor and deliver same to County Contract Administrator before any subcontractor may perform any work hereunder.

§ 804. Recycled Bond Paper. Consistent with the Board of Supervisor's policy to reduce the amount of solid waster disposal at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in providing services.

§ 805. Survival. In addition to provisions expressly providing for survival, the following provisions of this Agreement shall survive its expiration or termination for any reason: **§ 201** (Compliance with Laws), **§ 204** (Wage and Hour Laws), **§ 500** (Indemnification and Insurance), **§ 600** (Audits/Records/Reports), **§ 803** (Subcontracting), and **§ 814** (Governing Law).

§ 806. Notices. (a) Any and all notices and/or demands required and/or permitted to be given and/or made under this Agreement shall be in writing, and shall be delivered (1) by personal service with signed receipt, or (2) mailed by first class registered or certified mail return receipt requested (throughout and hereinafter, Notice), and shall be deemed communicated as of the date of delivery/ mailing.

(b) Executive Officer shall have authority to issue all notices or demands required or permitted by the County under this Agreement.

(c) The County Contract Administrator shall be the County representative to whom the Contractor shall forward all notices, documents, reports, and records as required in this Agreement. Notices to the County shall be addressed to the County to the attention of the County Contract Administrator at the address contained in Section 2 (Administration of Agreement) of the base/primary document.

(d) The Contractor Operations Manager shall be the Contractor representative to whom the County shall forward all notices as required in this Agreement. Notices to the Contractor shall be addressed to the Contractor to the attention of the Contractor Operations Manager at the address contained in Section 2 (Administration of Agreement) of the base/primary document.

(e) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this **§ 806**, within five (5) working days of said change.

§ 807. Notice of Delays. Except as otherwise provided in this Agreement, when either the Executive Officer or Contractor has knowledge that any situation is delaying or threatens to delay the timely performance of this Agreement, such party shall provide immediate telephonic notification thereof, including all relevant information with respect thereto, to the other party to this Agreement. Contractor shall provide written notification of the delay within one (1) business day of the telephonic notification.

§ 808. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement in whole or in part or impose other penalties as specified in the Agreement.

§ 809. Most Favored Public Entity. If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to any public entity, including but not limited to the State, any county, municipality or district, at prices below those set forth in this Agreement, then such lower prices shall be immediately and retroactively extended to County.

§ 810. Waivers. (a) No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

(b) No delay, failure, or omission of the County to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

(c) Waivers of the provisions of this Agreement shall be in writing and signed by the Executive Officer and/or the Contractor, as applicable.

(d) The rights and remedies set forth in this § 810 shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

§ 811. Nonexclusivity. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

§ 812. Endorsements/Publicity. Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and related clients, County shall not inhibit Contractor from publishing its role under this Agreement with the following conditions:

(a) Contractor shall develop all publicity material in a professional manner.

(b) During the course of performance of this Agreement, Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of County without the prior written consent of the County.

(c) Contractor may, without prior written permission of the County indicate in its bids, proposals, and sales materials that it has been awarded this Agreement to provide services, provided, however, that the requirements of this § 812, shall apply.

(d) The Contractor shall not, in any manner, advertise, publish or represent that the County endorses the services herein provided without the prior written consent of the Executive Officer. Any published document, opinion or article referencing the County must have prior written consent of the Executive Officer.

§ 813. Validity. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Agreement would be materially impaired thereby.

§ 814. Governing Law. This Agreement shall be governed and construed in accordance with the substantial and procedural laws of the State. Contractor agrees and consents to the exclusive jurisdiction of the Courts of the State for all purposes regarding this Agreement, and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

§ 815. Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

§ 816. Entire Agreement. This Agreement constitutes the complete and exclusive agreement between the parties, and supersedes any and all previous and contemporaneous agreements, whether written or oral, and any and all communications between the parties, relating to the subject matter of this Agreement. County reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed writings, as provided under **§ 801** (Contract Modifications/Amendments).

§ 817. Captions. Caption, section, and subsection headings used in this Agreement are for convenience only, are not part of the terms and conditions of this Agreement, and shall not be used in interpreting any provision.

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STATEMENT OF WORK**1. INTRODUCTION**

The Executive Office of the Board of Supervisors of the County of Los Angeles has for many years administered contracts with various temporary employment agencies to provide as-needed personnel to this department as well as other County departments.

The six (6) principal job classifications needed are account clerks, administrative analysts, receptionist/typists, senior typist clerks, secretaries and material handlers. Other job classifications could be required from time-to-time in 1) higher level job classifications with duties comparable to those in the principal job classifications and 2) job classifications in other occupational categories.

Our needs for temporary services will not exceed 90 working days for any single peak load, emergency or temporary absence which require temporary services. Approximately 60 - 70 temporaries could be working on any given day. It is helpful if the selected Proposer/Proposers are able to fill requests to staff areas other than downtown Los Angeles, such as Lancaster.

2. MINIMUM EXPERIENCE & SKILL REQUIREMENTS

Listed below are the minimum qualifications for each of the six (6) principal job classifications to base your hourly bill rate upon:

Account Clerk

- One year's clerical experience in bookkeeping.
- Demonstrated skill in maintaining a double entry accounting system.
- Knowledge of accounts receivable, payable, and bank reconciliation principals.
- Demonstrated skill in using a ten key calculator by touch.

Administrative Analyst

- Three year's experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, budget, or human resources to management.
- The ability to analyze, interpret, and present complex data to management orally or in writing.
- Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that include such things as recommendations and comprehensive reports to management.

Receptionist/Typist

- One year's office clerical and skilled typing experience.
- Answers telephones, in most cases 5 - 6 lines, and requires high accuracy in taking written messages.
- Answers routine inquiries and gives information to the public and/or other clients.
- Ability to type 25-40 wpm.
- Knowledge and skill in the use of word processing software such as Microsoft Word 2003 or Word Perfect Corel 8.0.
- Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus.
- Proficient in the use of a fax machine, photocopy machine and calculator.
- Opens, sorts, time stamps and routes incoming mail.

Senior Typist Clerk

- Three year's office clerical experience, one year of which must have been in a specialized or supervisory capacity.
- Ability to type 40 wpm.
- Knowledge and skill in the use of word processing software such as Microsoft Word 2003 or Word Perfect Corel 8.0.
- Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus.
- Proficient in the use of computer to input data, a fax machine, photocopy machine, and calculator.

Secretary

- Two year's secretarial experience.
- Ability to type 40 w.p.m.
- Knowledge of at least two of the following software applications:
 - ✓ Microsoft Software (Access, Outlook, Power Point, and Word)
 - ✓ WordPerfect 7.0 , Word Perfect Corel 8.0, Lotus Smart Suite
 - ✓ Microsoft Excel
 - ✓ Windows 2003
- Ability to use Microsoft Outlook to e-mail, prepare calendars, and schedule appointments, and arrange conferences and meetings.
- Skill in screening office and telephone callers.
- Ability to organize thoughts and exceptional grammar skill to compose and prepare memos, notices, and bulletins.
- Ability to take written minutes and fast notes when required to attend and record meeting activities.

Materials Handler

- Experience in loading, unloading, and moving materials within or near work site.
- Determines department inventory levels, usage trends, maintenance of reorder levels, and monitors performance of shipping and receiving, and performance on materials transactions.

3. PROPOSER'S EMPLOYEES

The Proposer is responsible for providing training, and supervising the personnel assigned to perform services under any resultant contract. All personnel assigned by the Proposer to perform these services shall at all times be employees of the Proposer and the Proposer shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Proposer shall be removed from the performance of requested services immediately upon the written or oral request of the County Contract Administrator.

Proposer will be solely responsible for providing to its employees all legally required employee benefits and County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Proposer. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the County Auditor-Controller.

The personnel provided by the Proposer shall at a minimum, in addition to the experience and knowledge, skill and/or ability requirements of the position, possess the following:

- The ability to work in a complex, fast-paced, confidential and high-pressured working environment in carrying out multi-tasked assignments.
- The ability and skill to fluently read, write, speak and understand English.
- The ability to communicate effectively using good judgment and discretion when required to orally express ideas, provide feedback, report statuses, interpret and explain a variety of data, and when defending his/her position in the presentation of data.
- Present a neat, businesslike appearance and behave in a professional manner with peers, the public, and/or all levels of personnel with whom the assignment will place the individual in contact.
- The ability to handle sensitive materials and perform confidential duties, including refraining from communicating confidential data and/or materials to those who do not have a business need to know.
- Bilingual skill and ability to speak, read, and write in languages such as Spanish, Asian languages, etc., when requested.
- Possess a California Driver's License and be able to satisfy a California Department of Motor Vehicles (DMV) background check, upon request by the Executive Office, prior to placement into the assignment for those positions whose duties require the individual to operate a vehicle.

- Be able to satisfy and pass a criminal background check, upon request by the Executive Office, for those positions deemed sensitive prior to placement into the assignment. Background check results should be completed at least five business days before the individual is placed into the assignment. The cost of background checks is the responsibility of the Proposer.

The County Contract Administrator may, at his or her sole discretion, direct the Proposer to replace any of the individuals the Proposer has provided.

Section 8 – Bill Rates and Employee Benefits

- A. Provide a specific hourly bill rate for each of the six (6) principal job categories in the format as shown on the Sample Contract – Part D – of this RFP. Do not give a range of salary for each of the positions – only give one rate based on the minimum job qualifications listed in this RFP under Part B, Section 2 for each of the six (6) principal job categories.

JOB DESCRIPTION AND MINIMUM REQUIREMENTS	HOURLY BILL RATE
<p>Account Clerk</p> <p>One year's experience in the accounting field. Knowledgeable in accounting procedures and clerical duties. Experience in accounts receivable, payable and/or payroll. Functions may include posting and reconciling bank or cash accounts and reviewing transactions for completeness. May assist accountant in preparation of reports, answer customer inquiries and investigate complaints about possible errors. Operates calculator or ten-key adding machine by touch. Works under supervision of accounting supervisor or accountant.</p>	\$ 17.70
<p>Data Entry Clerk</p> <p>One year's experience in the operation of a key punch or key-to-disk machine. Knowledgeable and experienced in varied computer applications and mixed formats. Averages 10,000 keystrokes. Demonstrated ability to review, edit, proof and revise posted data to ensure high accuracy in work examples.</p>	\$ 16.23
<p>Receptionist/Typist</p> <p>One year's office clerical experience with the ability to answer a minimum of 5-6 lines. Requires high accuracy when taking written messages. Answers questions and gives information to the public and/or other clients. Types minimum 25-30 wpm. Knowledge and skill in the use of word processing software such as Microsoft Word 2000 or Word Perfect Corel 8.0. Knowledge and skill in the use of spreadsheet software such as Microsoft Excel or Lotus. Proficient in the use of a fax machine, photocopy machine and calculator.</p>	\$ 16.96

JOB DESCRIPTION AND MINIMUM REQUIREMENTS**HOURLY BILL
RATE****Word Processing Secretary****\$ 22.13**

Two years' secretarial experience and ability to type 40 wpm.
Knowledge of at least tow of the following software applications:

MS Office Software (Access, Outlook, PowerPoint, Word)
WordPerfect 7.0, Word Perfect Corel 8.0 Lotus Smart Suite
Microsoft Excel
Windows 98, Windows 2000 or NT Windows

Ability to use Microsoft Outlook to email, prepare calendars, and schedule appoints, and arrange conferences and meetings. Skill in screening office and telephone callers. Ability to organize thoughts and exceptional grammar skill to compose and prepare memos, notices and bulletins. Ability to take minutes and fast notes when required to attend and record meeting activities.

Senior Typist Clerk**\$ 16.96**

Three years' office clerical experience, one year of which must have been at the level of Intermediate Typist Clerk. Types minimum 40 wpm and has knowledge and skill in the use of word processing software such as Microsoft Word 2000 or Word Perfect Corel 8.0. Knowledge and skill in the use of spreadsheet software such as Microsoft Excel or Lotus. Proficient in the use of a fax machine, photocopy machine and calculator.

Administrative Analyst**\$ 25.08**

Three year's experience in staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, budget, or human resources to management. The ability to analyze, interpret, and present complex data to management orally or in writing. Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that include such things as recommendations and comprehensive reports to management.

B. In addition to the six (6) principal job categories, list other comparable positions to those in the principal classifications. Also, list other occupational categories which might be available, such as programmer analyst, telephone operator and general laborer in the format as shown on Attachment D.

Select Staffing is able to provide many job category positions in addition to the six (6) principal job categories that the Executive Office is requesting. A table of those positions and the hourly bill rate for each follows.

JOB DESCRIPTION AND MINIMUM REQUIREMENTS	HOURLY BILL RATE
Senior Word Processor Three years secretarial experience. Ability to type 60 wpm. Familiar with at least two software applications. Prepares correspondence, reports and other documents. Able to create graphic presentations. Attends meetings and takes notes/minutes.	\$ 23.60
Executive Secretary Performs secretarial duties for executives in top management positions. Skilled at working with people at all levels within an organization. Transcribes dictation from machine or notes, handles correspondence and makes travel arrangements. Very professional appearance. Minimum three years experience.	\$ 26.55
Legal Secretary Performs secretarial duties with high degree of accuracy, including transcription from shorthand or a dictating machine. Knowledge of legal terminology and procedures. May specialize in an area of law, e.g. tax, patent, or corporate. Minimum two years experience.	\$ 28.03
General Secretary (60 wpm) Performs secretarial and clerical duties for one or more people. Answers and places telephone calls, distributes mail, receives visitors, maintains files, prepares reports and makes appointments. Minimum one year experience.	\$ 20.65

JOB DESCRIPTION AND MINIMUM REQUIREMENTS	HOURLY BILL RATE
Junior Secretary (50 wpm) Working knowledge of general office procedures. Does straight typing of correspondence and reports. Answers telephone and takes messages. Opens and distributes mail, maintains files and records, gathers information and performs simple calculating. Minimum six months general office experience.	\$ 17.70
Call Director Operator Operates a call director with four to twenty lines. Can process several calls at once, take messages, screen calls and use a voice mail system. Pleasant phone manner. Minimum six months experience.	\$ 14.75
Inventory Clerk Accurately counts, records, prices and labels inventory. May also operate calculator or adding machine. Works most effectively with supervision. Can be entry level position.	\$ 14.75
Staff Accountant Prepares monthly and yearly accruals and adjustments, analyzes and reconciles accounts, prepares financial statements with limited supervision. Degree in accounting or finance required.	\$ 38.35
Full Charge Bookkeeper Capable of working through financial statements, usually within a medium or small sized company. Knowledge of both computerized and manual systems.	\$ 29.50
Bookkeeper Compiles, posts and maintains records of financial transactions. Responsible for verifying transactions and entries into account or cash journal. Summarizes details in separate ledgers, transfers data to general ledger and compiles reports. May also calculate wages, process payroll and prepare tax reports.	\$ 25.08
Accounting Technician Experienced in two or more accounting disciplines of accounts receivable, accounts payable, payroll and credit & collection. Does month end analysis of accounting activities and prepares reports. Minimum two years experience.	\$ 20.65

JOB DESCRIPTION AND MINIMUM REQUIREMENTS	HOURLY BILL RATE
Junior Accounting Clerk Performs clerical duties within an accounting function. May type match payment to accounts receivable, check items on invoices and purchase orders. May code and post to accounts and verify accuracy by checking totals. Will prepare bank deposits and perform other routine calculations with specific instructions. May have light or no prior experience and should be supervised.	\$ 17.70
Forklift Operator Certified to use single or double forklift and hand stacking as requested. Minimum six months experience.	\$ 19.95
Class A or 1 Drivers Performs such duties as inventory of the product and deliveries to assigned stops. Minimum one year on the road experience required and clean DMV check.	\$ 19.95
Materials Handler Loads, unloads and moves materials within or near work site. Stacks, labels, bundles material for identification. Moves materials weighing up to 50 pounds by hand, hand truck or wheelbarrow. Keeps accurate, simple records and follows written and verbal directions well. Minimum six months experience.	\$ 17.60
Shipping / Receiving Clerk Verifies and records incoming and outgoing shipments. Prepares items for shipping using cartons, containers and protective fillers. Seals and labels cartons for proper identification and calculates and records proper postage. Routes items to departments by hand, hand truck or dolly. Keeps accurate records and follows verbal and written directions well. Minimum six months experience.	\$ 17.60
Light Industrial Performs such duties as inventory taker, warehouse or production worker and manual work including janitorial and general clean up. Entry level position.	\$ 17.60

JOB DESCRIPTION AND MINIMUM REQUIREMENTS	HOURLY BILL RATE
Administrative Analyst II Has 4-6 years experience. Capable of handling all the duties of the Administrative Analyst I but may also be responsible for supervising clerical staff.	\$ 28.03
Administrative Analyst III Has 7 or more years of experience. Capable of handling all responsibilities of the Administrative Analyst I and Analyst II.	\$ 32.45
Programming Manager Five years experience in applications or systems programming and technical support of computer systems including maintenance, configuration and troubleshooting in IBM PC compatible or other systems as applicable. Bachelor degree in Computer Science and two years experience in managing programming staff.	\$ 51.63
Software/Systems Design Engineer, Senior Engineers in this category are involved in the engineering design and development of computer systems hardware and software. Troubleshoots hardware/software compatibility issues based on systems architecture, project requirements, customer expectations, etc. May be involved in the creation of design specifications and the development and application of utility programs. Minimum five years experience	\$ 81.13
Systems Manager Five years experience in technical support of computer systems, including maintenance, configuration, installation and troubleshooting and repair of IBM PC compatible systems in DOS, Windows, Novell LAN/WAN environments. Extensive experience with applicable software. Bachelor degree in Computer Science.	\$ 59.00
Programmer Analyst Performs technically difficult programming and program maintenance. Analyzes existing systems and procedures and determines feasibility of data processing applications; designs and participates in the implementation of systems and computer programs.	\$ 73.75

JOB DESCRIPTION AND MINIMUM REQUIREMENTS**HOURLY BILL
RATE****Database Administrator****\$ 110.63**

Works with database management systems software, coordinating changes to, testing and implementing computer databases. Responsible for the design and implementation of system security protocols. Also provides advice and assistance to end-users. Provides technical support for all hardware, software, and systems. Minimum one year experience.

Systems Analyst**\$ 73.75**

Studies specific administrative, scientific or engineering functions to determine, define, and formulate the applicability of new or modified application programs. Identifies all aspects of the assigned problem and evaluates user requirements in terms of the capabilities of the available hardware and software. Develops proper documentation, which outlines the logical steps to be followed in solving the problem and prepares systems specifications, including input and output formats. Able to work in most aspects of application systems analysis in accordance with acceptable practice standards. Minimum one year experience.



Payrolling – PDQ will offer the Board of Supervisors a 35% mark-up over payroll costs.

C. List the benefits available to your temporaries. You must make health care insurance available to all temporary personnel provided under this contract.

Select Staffing is solely responsible for providing all legally required employee benefits to its Associates. The County of Los Angeles shall not assume any liability for the payment of any salaries, wages, benefits or other compensation to, or on behalf of, any personnel provided by Select Staffing.

In our continuing efforts to further improve client satisfaction and employee retention, Select Staffing has continued to develop and extend the range of benefits we offer to our Associates on a regular basis. Current benefits offered to our staff are outlined in our Employee Handbook.(A copy of our handbook follows) Our benefits include, but are not limited to:

- Employee paid health and welfare programs
 - Medical

PROPOSER'S EEO CERTIFICATION

SELECT STAFFING

Company Name

777 S. Figueroa St., Suite 2500, Los Angeles, CA 90017

Address


93-0994537

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()

 _____ Signature	October 3, 2008 _____ Date
---	----------------------------------

Robin Doran, Regional Vice President

 Name and Title of Signer (please print)

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Robin Doran

Proposer Name

Regional Vice President

Proposer Official Title

Robin Doran

Official's Signature

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:  Date: October 3, 2008

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 established the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County Department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (Print name as shown in bid or proposal) Robin Doran,
 hereby submit this certification to the (County department)
Board of Supervisors, pursuant to the provisions of County Code
 Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or
 proposal) SELECT STAFFING, an independently-owned or franchiser-owned
 business (circle one), located at (contractor or, if an association, associated member address),
777 S. Figueroa, is in compliance with Los Angeles County's Child Support Compliance
 Program and has met the following requirements:

1) Submitted a complete Principal Owner Information form to the District Attorney Bureau of Family Support Operations;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653 a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

EXECUTED THIS 3rd **DAY OF** October, 2008

at: 777 S. Figueroa, Los Angeles Telephone No. 213-408-0262
 (Month and Year)

by:



(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: District Attorney Bureau of Family Support Operations
 Special Projects
 P.O Box 911009
 Los Angeles, CA 90091-1009
 FAX: (323) 890-9741

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) X NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

 X YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

 X YES _____ NO _____ N/A (Program not available)

Proposer Organization: SELECT STAFFING

Signature: 

Print Name: Robin Doran

Title: Regional Vice President Date: October 3, 2008

Tel.#: 310-335-9131 Fax #: 310-335-9335

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: SELECT STAFFING		
Company Address: 777 S. Figueroa St., Suite 2500		
City: Los Angeles	State: CA	Zip Code: 90017
Telephone Number: 213- 408-0262		
Solicitation For <u>Temp Pers</u> Services: Board of Supervisors		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

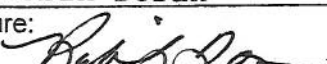
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Robin Doran	Title: Regional Vice President
Signature: 	Date: October 3, 2008

TEMPORARY SERVICES AGREEMENT

COUNTY OF LOS ANGELES EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of April, 2009 by and between the County of Los Angeles (hereinafter "County") and Helpmates Staffing Services (hereinafter "Contractor") for the provision of temporary personnel services.

RECITALS

WHEREAS, the County is authorized to enter into contracts necessary for the exercise of its powers under California Government Code section 31000.4; and

WHEREAS, the County is in need of temporary personnel services on a part-time and intermittent basis to perform specific functions for the Board of Supervisors and other County departments; and

WHEREAS, the Contractor is in the business of, and is qualified and willing to provide temporary personnel services to the County from time to time, as determined by the County, and has been selected to do so through a solicitation process; and

WHEREAS, in the judgment of the County, this Agreement is necessary to meet its need for such temporary personnel services.

NOW THEREFORE, in consideration of the foregoing, all of which are incorporated as a part of this Agreement, and the mutual covenants of the parties as set forth below, the parties hereto further agree as follows throughout and hereinafter:

SECTION 1. APPLICABLE DOCUMENTS. (a) This base document, along with Exhibits A (Standard Terms and Conditions), B (Statement of Work), C (Hourly Billing Rates), D (Contractor's EEOC Certification), E (Certification of No Conflict of Interest), F (County Lobbyist Ordinance Certification), G (Child Support Compliance Program Certification), H (GAIN/GROW Participation Certification) and I (Contractor Employee Jury Service Certification), attached hereto and incorporated herein by this reference, collectively form, and are throughout and hereinafter referred to as, the "Agreement."

(b) In the event of any conflict and/or inconsistency in the definition and/or interpretation of any word, responsibility, schedule, and/or the contents and/or description of any deliverable, service, and/or other work, and/or otherwise, between and/or among this three (3) page base document and/or the Exhibits and their attachments, such conflict and/or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following descending priority:

- (1) Exhibit A – Standard Terms and Conditions
- (2) Exhibit B – Statement of Work
- (3) Exhibit C – Hourly Billing Rates

SECTION 2. ADMINISTRATION OF AGREEMENT. (a) The Contract Administrator identified herein shall be responsible for the administration of this Agreement on behalf of the County:

**Sachi A. Hamai
Executive Officer
383 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012**

(b) Contractor's Operational Manager for the Agreement shall be the following person:

**Julia Bolden
Regional Director
900 Wilshire Blvd., Suite 914
Los Angeles, CA 90012**

SECTION 3. CONTRACTOR RESPONSIBILITIES. (a) The Contractor shall be required to render and provide on an as-needed basis, services in the manner and form described in this Agreement and as more specifically set forth in Exhibit B (Statement of Work).

(b) Contractor agrees that should work be performed outside of that specifically requested and authorized by the County or outside the scope of the Statement of Work (Exhibit B), without the prior written approval of the County in accordance with this Agreement, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim(s) with respect to such work against the County.

(c) Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to the highest professional standards.

SECTION 4. COUNTY OBLIGATIONS. (a) County may periodically and from time to time, authorize Contractor to assign its employees and otherwise perform identified temporary personnel services on an as-needed basis. Said authorization shall be in writing.

(b) To the extent Contractor satisfactorily performs services hereunder, the County agrees to pay the Contractor for provision of services identified in the Agreement in accordance with relevant hourly rates and invoicing procedures set forth herein. Payment of such amount(s) shall constitute full and complete payment for services rendered hereunder.

SECTION 5. PAYMENT FOR SERVICES. Contractor shall be compensated for services satisfactorily rendered under this Agreement in accordance with the provisions set forth in § 300 (Invoices and Payments) of Exhibit A (Standard Terms and Conditions and provisions set forth in Statements of Work) of Exhibit B and (Hourly Billing Rates) of Exhibit C. Except as otherwise expressly provided in writing by the County, hourly billing rates set forth in Exhibit C shall remain in effect for the term of this Agreement, including any extension thereof.

SECTION 6. TERM. This Agreement shall commence on April 15, 2009 and shall terminate at the close of business on April 14, 2012. Thereafter, the Executive Officer may, in her discretion, renew this Agreement for two (2) additional one-year terms, or any part of a year.

SECTION 7. NO GUARANTY OF WORK. (a) This Agreement is intended to provide the County with temporary personnel services on an as-needed basis. As such, the County does not promise, guaranty or warrant that it will utilize any particular level of Contractor services, or any services at all during the term of this Agreement. The determination as to the need for such services or the selection of a particular contractor to be used for provision of such services, shall rest solely within the discretion of the Executive Officer.

(b) The Contractor understands that the County may enter into similar contracts with other temporary personnel service providers for provision of as-needed services, and that the County is not required to assign any percentage or minimum level of such services to the Contractor. The Executive Officer may, in her sole discretion, obtain any or all such services from one or more service providers having duly executed a temporary personnel services agreement with the County.

IN WITNESS WHEREOF, the County of Los Angeles and the Contractor have caused this Agreement to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: *Don Krabe*

Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai,
Executive Officer-Clerk of
the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *[Signature]*
Deputy **APR 08 2009**

By: *[Signature]*
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Helpmates Staffing Services

By: *Julia Balder*

Title: *Regional Director*

Date: *April 7, 2009*

19

MAR 31 2009

3

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

29692

EXHIBIT A

STANDARD TERMS AND CONDITIONS

**COUNTY OF LOS ANGELES
EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS
TEMPORARY PERSONNEL SERVICES AGREEMENT**

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STANDARD TERMS AND CONDITIONS

COUNTY OF LOS ANGELES EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS TEMPORARY PERSONNEL SERVICES AGREEMENT

§ 100. **DEFINITIONS.** For purposes of the Agreement, including all Exhibits thereto, the following definitions shall govern its interpretation:

§ 101. **"Agreement"** shall mean the agreement by and between the County of Los Angeles and the Contractor, which agreement shall include the three (3) page primary or base document and all exhibits and/or documents referenced therein.

§ 102. **"Board of Supervisors" or "Board"** shall mean the Board of Supervisors of the County of Los Angeles.

§ 103. **"Chief Executive Officer" or "CEO"** shall mean the Chief Executive Officer of the County of Los Angeles, or his authorized designated representative.

§ 104. **"Contract Administrator"** shall mean the Executive Officer or other person designated by the Executive Officer, which person shall have authority to act for the County on contractual and administrative matters relating to the Agreement.

§ 105. **"County"** shall mean the County of Los Angeles.

§ 106. **"Executive Officer-Clerk of the Board of Supervisors" or "Executive Officer"** shall mean the Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles or her designated representative.

§ 107. **"Hourly Billing Rates"** shall mean those rates set forth in Exhibit C of this Agreement. If expressly provided in the base document, the Hourly Billing Rates may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment; provided, however, any increase shall not exceed the general salary movement granted to County employees as determined by the CEO as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustment will be granted.

§ 108. **"Operational Manager"** shall mean the person designated by the Contractor to administer the Agreement on behalf of the Contractor and who shall be responsible for the Contractor's performance and ensuring Contractor's compliance with the Agreement.

§ 109. **"Services"** shall mean the services identified in the primary or base document of this Agreement, or as more specifically set forth in Exhibit B of this Agreement.

§ 110. "State" shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Contractor provides the following assurances and certifications (with required written certifications included in relevant exhibits to this Agreement), and agrees to the following terms:

§ 201. Compliance with Laws. (a) Contractor shall comply with all applicable federal, State, and local laws, rules, regulations and ordinances, and directives, and all provisions required are thereby included in this Agreement, are hereby incorporated by reference.

(b) Contractor agrees to indemnify, defend, and hold the County harmless from and against any and all liability, violation on the part of Contractor, its agents, officers, subcontractors, and employees of any such laws, rules, regulations, ordinances or directives.

§ 202. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

(b) Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

(c) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(d) Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation in compliance with all applicable federal and State anti-discrimination laws and regulations.

(e) Contractor certifies that it is in compliance with all federal, State, and local laws, including, but not limited to:

1. Title VI, Civil Rights Act of 1964;
2. Section 504, Rehabilitation Act of 1973;
3. Age Discrimination Act of 1975;
4. Title IX, Education Amendments of 1973, as applicable; and
5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B; and

(f) Contractor certifies that it shall subject no person, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation to discrimination as to any privileges or uses granted by this Agreement or under any project, program or activity supported by this Agreement.

(g) Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this § 202 when so requested by County.

(h) If any provision of this § 202 is violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

(i) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Thousand Dollars (\$5,000.00) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

§ 203. Certification of Requisite Skills. (a) Contractor represents and warrants to the County, and County will rely on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement.

(b) The County shall have the right to require any Contractor employee assigned to perform under this Agreement to take the standard County examination to determine that employee's skills. In the event Contractor's personnel do not meet the minimum requirements, the Contractor shall immediately replace said personnel with personnel possessing the required skills and the County shall not be charged for the services of the person replaced.

(c) All Contractor personnel performing services under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor's personnel passes or fails the background clearance investigation.

(d) The County Contract Administrator may, at his or her sole discretion, direct the Contractor to replace any of the individuals the Contractor has provided to render Services under the terms of this Agreement.

§ 204. Wage and Hour Laws. Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act (FLSA) and shall indemnify, defend and hold harmless County, its agents, officers and employees from any and all liability including but not limited to, wages overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the FLSA for services performed by Contractor's employees for which County may be found jointly or solely liable.

§ 205. Safety and Working Conditions. (a) Contractor shall comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 *et seq.*) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Contractor assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

(b) Consistent with this **§ 205**, Contractor agrees that it shall comply with section 3203 of title 8 in the California Code of Regulations which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

(c) In addition to other requirements set forth herein, Contractor certifies that it shall, at its own expense, provide its employees all necessary general and specific training with respect to safety and working conditions and provide its employees with all required personal protective equipment necessary to perform services under this Agreement.

§ 206. Employment Eligibility Verification. (a) Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all employees performing services under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations.

(b) Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

(c) Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from and against any employer sanctions and other liability which may be assessed against the Contractor or County, or both, in connection with any alleged violations of any federal statutes and/or regulations pertaining to the eligibility for employment of any persons performing services hereunder.

§ 207. Conflict of Interest/Contracts Prohibited. (a) No County employee whose position with the County enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee nor any individual possessing any direct or indirect financial interest in Contractor, may in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to influence the County's approval or ongoing evaluation of such work.

(b) Contractor certifies that it is aware of the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting with Current or Former County Employees," and that Contractor's execution of this Agreement does not violate those provisions. (Exhibit E, "Certification of No Conflict of Interest".)

(c) The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this **§ 207** shall be a material breach of this Agreement.

§ 208. Lobbying. Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. (Exhibit F, County Lobbyist Ordinance Certification.) Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may, in its sole discretion, immediately terminate or suspend this Agreement.

§ 209. Covenant Against Contingent Fees. (a) Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

(b) For breach of this warranty, County shall have the right to terminate this Agreement, and in its sole discretion, deduct or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from any deliverable price or other consideration payable.

§ 210. County Layoffs. (a) Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

(b) Employment offers to qualified County employees shall be under the same conditions and rate of compensation that apply to other individuals who are employed or may be employed by Contractor.

(c) Contractor shall maintain records of each employment offer made to qualified County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

§ 211. GAIN/GROW Program Participants. (a) Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. (See, Exhibit H, GAIN/GROW Participation Certification.) Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

(b) In the event that both laid off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority in accordance with § 210.

§ 212. Prohibition Against Inducement or Persuasion. Notwithstanding § 210 and § 211 herein, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement or civil service process.

§ 213. Warranty of Adherence to County's Child Support Compliance Program.

(a) Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

(b) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). (See, Exhibit G, Child Support Compliance Program Certification.)

§ 214. Notice to Employees Regarding Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached to this Exhibit A of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

§ 215. Debarment and Suspension. (a) **Responsible Contractor.** The Contractor certifies that it has not been subject to debarment and/or suspension under any federal (29CFR Part 98), State or local program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Agreement by the Contractor.

(b) A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Contractor (as a contractor) is hereby notified that, in accordance with Chapter 2.202 of the County Code, as may be amended from time to time, if the County acquires information concerning the performance of Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County agreements for a specified period of time, and terminate any or all existing agreements the Contractor may have with the County. Notwithstanding any provision in this § 215 to the contrary, the parties agree that debarment proceedings shall be governed by provisions of Chapter 2.202 of the County Code.

(d) **Non-Responsible Contractor.** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform an agreement with the County or any other public entity or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Executive Officer will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will inform the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors of Contractor.** These terms shall also apply to subcontractors of County contractors.

§ 216. Notification of Federal Earned Income Credit. Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 217. Employee Jury Duty Service Program. (a) **Jury Service Program.** This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. (Exhibit I, "Contractor Employee Jury Service Certification.)

(b) **Written Employee Jury Service Policy.** (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this § 217, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours of more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary service of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this § 217. The provisions of this § 217 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for any exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for any exception to the Program.

(4) Contractor's violation of this § 217 may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor for the award of future County agreements for a period of time consistent with the seriousness of the breach.

§ 218. Authorization Warranty. (a) Contractor warrants and represents that the person(s) executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

(b) Contractor warrants that any person(s) executing this and/or any amendment to this Agreement pursuant to § 801 (Contract Modifications/Amendments) for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

§ 219. Protection Against Fraud and Abuse. The Contractor (including its employees and agents), in performing all obligations under the terms of this Agreement, assures that it will perform services in a manner which safeguards against fraud and abuse. The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Contractor, its officers, employees and agents of this section.

§ 300. INVOICES AND PAYMENTS.

§ 301. Submission of Invoice. (a) Contractor shall invoice the County for services performed under the terms of this Agreement at the rates set forth in Exhibit C (Hourly Billing Rates), monthly, by delivering a written invoice to the County Contract Administrator by the 15th of the month following the performance of the invoiced services. The form and content of such invoice shall be in accordance with instructions provided by the Contract Administrator to the Contractor.

(b) Invoices, and supporting documentation shall be delivered to the County Contract Administrator, c/o Executive Officer-Clerk of the Board of Supervisors, County of Los Angeles, Room 374, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012.

§ 302. Contractor Account Analysis. (a) The County Contract Administrator shall review submitted invoices and may, in his or her discretion, approve or deny all or any part of such invoice. The County Contract Administrator shall furnish a written statement of reasons for such denial to the Contractor.

(b) Contractor shall review all disputed/denied charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of County Contract Administrator's written report. If Contractor does not submit written justification within such thirty (30) calendar day period, Contractor shall be deemed to have agreed with County Contract Administrator's written report and the County shall not be responsible for payment of such disputed/denied charges. Disputed items on any invoice or statement shall not be paid unless and until resolved to the mutual satisfaction of the County Contract Administrator and the Contractor.

§ 303. Payment. The County agrees to pay those portions of such invoices approved for payment by the County Contract Administrator.

§ 304. Invoice Subject to Audit. All invoices submitted by the Contractor pursuant to this Agreement are subject to auditing requirements for the County Auditor-Controller.

§ 400. INDEPENDENT STATUS.

§ 401. Independent Contractor. (a) This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

(b) Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to the Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

(c) Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for all purposes, and in particular, for purposes of workers' compensation liability, solely employees of the Contractor and not of the County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person for injuries arising from or connected with compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor hereunder.

§ 402. No Right to Bind County. As an independent contractor, Contractor has no power or authority to bind the County to any obligations, agreements, or contracts.

§ 500. INDEMNIFICATION AND INSURANCE.

§ 501. Indemnification. Notwithstanding any provision of this Agreement to the contrary, either expressing or by implication, Contractor agrees to indemnify, defend and hold harmless County, and County's special districts, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to any losses, damages, fees, (including attorney and expert witness fees), costs, and/or expenses arising from or connected with Contractor's acts and/or omission(s) arising from and/or relating to this Agreement, including, without limitation, claims for bodily injury, death, personal injury or payment damage.

§ 502. Insurance. Without limiting Contractor's indemnification and defense of County, Contractor shall provide and maintain at its own expense during the term of this Agreement, the following programs of insurance covering its operations hereunder. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and shall be secured through a carrier satisfactory to the County.

(a) **General/Auto Liability.** Such policy of insurance shall include, but not be limited to, comprehensive general liability and comprehensive auto liability (if any of the individuals that the Contractor has provided is required to drive in the course of this contract), with a combined single limit or not less than \$1,000,000.00 per occurrence. Such insurance shall be primary to any other insurance.

(b) **Workers Compensation and Employers' Liability.** Insurance providing workers compensation benefits, as required by the California Labor Code, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker's Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

§ 503. Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the County Contract Administrator, c/o Executive Officer-Clerk of the Board of Supervisors, County of Los Angeles, Room 374, Kenneth Hahn Hall of Administration, 500 W. Temple Street, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverage's required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County, its special districts, its officials, (elected and appointed), officers and employees as insurers for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State.

§ 504. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A.M. best rating of not less than A:VII, unless otherwise approved by the County.

§ 505. Failure to Procure or Maintain Insurance. Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

§ 506. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Administrator.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

§ 507. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 508. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Providing evidence of insurance covering the activities of sub-contractors, or

(b) Providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.

§ 509. Self-Insurance. Notwithstanding § 502, the County agrees that Contractor may, upon written approval of County, provide for self-insurance with respect to any coverage set forth under paragraphs (a) and (b) of § 502, provided that Contractor shall provide evidence that is satisfactory to the County Risk Manager for any self-insurance programs elected.

§ 600. AUDITS/RECORDS/REPORTS/PUBLICITY.

§ 601. Records. (a) Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by Contractor to the County.

§ 602. Inspection/Monitoring. (a) Contractor hereby agrees to cooperate with the Executive Officer, County, the County Auditor-Controller and any appropriate State or federal representative, in the review and monitoring of Contractor's services, records and procedures at any reasonable time.

(b) Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal business hours. Such material, including all pertinent cost accounting, financial records and proprietary data shall be kept and maintained by Contractor according to Contractor's record retention schedule, but in no event less than five (5) years from creation of such records, unless the County's written permission is given to dispose of such material prior to the end of such periods as defined in the Contractor's record retention schedule. In the event the County wishes to exercise its rights under this § 602, County shall provide Contractor with at least twenty-four (24) hours advance written notice.

§ 603. Audits. If, at any time during the term of this Agreement, or at any time, but in no event later than two (2) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County dollar liability for such service is less than payments made by the County to the Contractor, then the Contractor agrees that the difference plus interest shall, at the County's option, be either: (1) repaid forthwith by Contractor to the County by cash payment, or (2) credited against any future payments hereunder to Contractor. Interest will be calculated and compounded for each day the actual overcharge existed. The interest rate shall be the daily Federal Fund rate in effect during the period the overcharge occurred. In the event such an audit is conducted, the County shall have access to the Contractor's records in accordance with this § 603.

§ 604. Confidentiality. (a) Contractor shall maintain the confidentiality of all records obtained from County under this Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

(b) Contractor and Contractor's employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons whose names or identifying information become available or are disclosed to Contractor, Contractor's employees, agents or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying such person. Contractor, Contractor's employees, agents or subcontractors shall not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement and shall promptly transmit to County all requests for disclosure of such identifying information.

(c) Contractor shall inform all of its officers, employees, agents, and subcontractors, providing Services hereunder of the confidentiality provisions of this Agreement.

§ 700. TERMINATION/CANCELLATION OF SERVICES.

§ 701. Termination for Default. (a) Subject to the terms outlined herein, the County may, by written Notice of Default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform any of the authorized services as specified in Exhibit B (Statements of Work) of this Agreement that are within the time specified by the Executive Officer or any extension approved by Executive Officer; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

(b) Contractor shall have three (3) working days from the date of a Notice of Default in which to cure the default(s); however in its sole discretion, Executive Officer may extend this period or authorize a longer period for cure. Any such extension or authorization shall be in writing and signed by the Executive Officer. Executive Officer, in her sole discretion, shall determine if the default is cured.

(c) Payment for services received prior to termination will be determined in accordance with paragraph (c) of § 703 (Termination for Convenience).

(d) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates this Agreement in whole or in part for Contractor's default, the County may procure, upon such terms and in such manner as the County may deem appropriate, replacement services and Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by Executive Officer in her sole discretion. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this § 701.

(e) (1) Contractor shall not be liable for failure to perform under this Agreement if that failure arises from causes beyond the control and without the fault and negligence of Contractor, as determined by the Executive Officer. Such causes may include, but are not restricted to:

(A) Acts of nature (e.g., fires, floods, earthquakes, unusually severe weather, epidemics);

(B) Acts of the public enemy;

(C) Acts of County in either its sovereign or contractual capacity;

(D) Acts of the federal or State government in its sovereign capacity; quarantine restrictions, strikes, and freight embargoes; but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor.

(2) If the failure to perform is caused by the default of a subcontractor(s), and if such default arises out of causes beyond the control of both the Contractor and subcontractor(s), and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

(3) In the event the Contractor performance is excused in accordance with this subparagraph (e), and the services are not provided, the Contractor agrees to reimburse the County any amounts previously paid by the County; excluding extraordinary costs and expenses incurred by the Contractor as a direct result of instructions from the County; provided, however, that such costs and expenses have been approved by the Executive Officer and/or the Contractor Administrator in their sole discretion.

(f) If it is determined that Contractor was not in default under the provision of this Agreement, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued under § 703 (Termination for Convenience).

(g) The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

§ 702. Default for Insolvency. (a) County may cancel this Agreement forthwith for default in the event of the occurrence of any of the following:

(1) Insolvency of the Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of Bankruptcy or not, and whether insolvent within the meaning of the federal Bankruptcy Law or not.

- (2) Filing of a voluntary petition to have the Contractor declared bankrupt.
- (3) Appointment of a Receiver or Trustee for Contractor.
- (4) Execution by Contractor of an assignment for the benefit of creditors.

(b) The rights and remedies of County provided in this § 702 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

§ 703. Termination for Convenience. (a) This Agreement may be terminated in whole or in part by Executive Officer when such action is deemed by the Executive Officer to be in the County's best interest. Termination of this Agreement shall be effected by delivery to Contractor of a thirty (30) calendar day prior written Notice of Termination specifying the date upon which such termination becomes effective, unless a shorter/longer notice is required pursuant to the provisions of the Statement of Work (Exhibit B), in which event the shorter/longer notice shall be given.

(b) This Agreement may be terminated in whole or in part by Contractor without cause. Termination of the Agreement shall be effected by delivery to the Executive Officer or County Contract Administrator of a one-hundred eighty (180) calendar day prior written Notice of Termination specifying the date upon which such termination becomes effective, unless a shorter/longer notice is required pursuant to the provisions of the Statement of Work (Exhibit B), in which event the shorter/longer notice shall be given.

(c) After receipt by either party of a Notice of Termination, Contractor shall submit to the Executive Officer or County Contract Administrator, in the form and with the certifications as may be prescribed by the Executive Officer, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, the Executive Officer shall pay Contractor the amount so determined.

§ 704. Termination for Improper Consideration. (a) The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

(b) Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the Executive Officer manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

§ 705. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in § 213 (Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the County District Attorney or Department of Child Support Services shall be grounds upon which the County may terminate this Agreement pursuant to § 701 (Termination for Default).

§ 706. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 703 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 707. Action Upon Termination. After receipt of a Notice of Termination pursuant to the terms of this Agreement, and except as otherwise directed by the County, the Contractor shall:

- (a) Incur no new or additional obligations in connection with the terminated work, and on the date set in the Notice of Termination, the Contractor shall stop work to the extent specified.
- (b) Take all reasonable steps to minimize costs allocable to the work terminated by the notice.
- (c) Terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work.
- (d) Complete performance of such part of the work that shall not have been terminated by the Notice of Termination.

§ 708. No Payment for Services Provided Following Expiration/Termination of Agreement. Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

§ 800. GENERAL PROVISIONS.

§ 801. Contract Modifications/Amendments. Contractor and County may mutually agree to add services, add users to existing services, change any portion of the services, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in writing, signed by both parties.

§ 802. Assignments/Delegation (a) Contractor shall not assign any of its rights and/or delegate any of its duties under this Agreement, either in whole or in part, without the prior express written consent of the County in its sole and absolute discretion. Any unapproved assignment and/or delegation shall be null and void. Any payments by County to any unapproved delegate or assignee on any claim under this Agreement shall be subject to setoff, recoupment, or other reduction for any claim, which Contractor may have against County.

(b) If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, such action shall be null and void and may result in the termination of this Agreement.

§ 803. Subcontracting (a) In entering into this Agreement, the County has relied on the reputation, and upon obtaining the performance, of Contractor itself. Therefore, Contractor shall not delegate its duties, assign its rights or subcontract this Agreement, or any portion thereof, without the prior written consent of the Executive Officer. Any attempt of Contractor to subcontract without such consent shall be null and void, and constitutes a material breach of this Agreement.

(b) If Contractor desires to subcontract any portion of its performance, obligations, and/or responsibilities under this Agreement, Contractor shall make a written request to County for written approval, which shall include: (1) the reason(s) for the proposed subcontract, (2) a detailed description of the work to be performed by the proposed subcontractor (3) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, (4) a draft copy of the proposed subcontract, which must contain, at a minimum, all provisions of a County approved subcontract (subcontract provisions will be supplied by County upon request), (5) unless otherwise determined unnecessary by the County, copies of Certificates of Insurance and/or other evidence of coverage from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by **§ 500** (Indemnification and Insurance), and (6) any other information and/or certification required by County.

(c) Contractor shall indemnify, defend, and hold harmless County with respect to any liability resulting from the act(s) and/or omission(s) of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

(d) Contractor shall remain fully responsible for all performances required of it under this Agreement, including those, which Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

(e) Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officer, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

(f) (1) Contractor shall deliver to the County Contract Administrator a fully executed copy of each subcontract entered into by Contractor before any work may be performed under such subcontract.

(2) Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required on Contractor under **§ 500** (Indemnification and Insurance) from each approved subcontractor and deliver same to County Contract Administrator before any subcontractor may perform any work hereunder.

§ 804. Recycled Bond Paper. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste disposal at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in providing services.

§ 805. Survival. In addition to provisions expressly providing for survival, the following provisions of this Agreement shall survive its expiration or termination for any reason: **§ 201** (Compliance with Laws), **§ 204** (Wage and Hour Laws), **§ 500** (Indemnification and Insurance), **§ 600** (Audits/Records/Reports), **§ 803** (Subcontracting), and **§ 814** (Governing Law).

§ 806. Notices. (a) Any and all notices and/or demands required and/or permitted to be given and/or made under this Agreement shall be in writing, and shall be delivered (1) by personal service with signed receipt, or (2) mailed by first class registered or certified mail return receipt requested (throughout and hereinafter, Notice), and shall be deemed communicated as of the date of delivery/mailing.

(b) Executive Officer shall have authority to issue all notices or demands required or permitted by the County under this Agreement.

(c) The County Contract Administrator shall be the County representative to whom the Contractor shall forward all notices, documents, reports, and records as required in this Agreement. Notices to the County shall be addressed to the County to the attention of the County Contract Administrator at the address contained in Section 2 (Administration of Agreement) of the base/primary document.

(d) The Contractor Operations Manager shall be the Contractor representative to whom the County shall forward all notices as required in this Agreement. Notices to the Contractor shall be addressed to the Contractor to the attention of the Contractor Operations Manager at the address contained in Section 2 (Administration of Agreement) of the base/primary document.

(e) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this **§ 806**, within five (5) working days of said change.

§ 807. Notice of Delays. Except as otherwise provided in this Agreement, when either the Executive Officer or Contractor has knowledge that any situation is delaying or threatens to delay the timely performance of this Agreement, such party shall provide immediate telephonic notification thereof, including all relevant information with respect thereto, to the other party to this Agreement. Contractor shall provide written notification of the delay within one (1) business day of the telephonic notification.

§ 808. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement in whole or in part or impose other penalties as specified in the Agreement.

§ 809. Most Favored Public Entity. If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to any public entity, including but not limited to the State, any county, municipality or district, at prices below those set forth in this Agreement, then such lower prices shall be immediately and retroactively extended to County.

§ 810. Waivers. (a) No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

(b) No delay, failure, or omission of the County to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

(c) Waivers of the provisions of this Agreement shall be in writing and signed by the Executive Officer and/or the Contractor, as applicable.

(d) The rights and remedies set forth in this § 810 shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

§ 811. Nonexclusivity. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

§ 812. Endorsements/Publicity. Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and related clients, County shall not inhibit Contractor from publishing its role under this Agreement with the following conditions:

(a) Contractor shall develop all publicity material in a professional manner.

(b) During the course of performance of this Agreement, Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of County without the prior written consent of the County.

(c) Contractor may, without prior written permission of the County indicate in its bids, proposals, and sales materials that it has been awarded this Agreement to provide services, provided, however, that the requirements of this § 812, shall apply.

(d) The Contractor shall not, in any manner, advertise, publish or represent that the County endorses the services herein provided without the prior written consent of the Executive Officer. Any published document, opinion or article referencing the County must have prior written consent of the Executive Officer.

§ 813. Validity. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Agreement would be materially impaired thereby.

§ 814. Governing Law. This Agreement shall be governed and construed in accordance with the substantial and procedural laws of the State. Contractor agrees and consents to the exclusive jurisdiction of the Courts of the State for all purposes regarding this Agreement, and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

§ 815. Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

§ 816. Entire Agreement. This Agreement constitutes the complete and exclusive agreement between the parties, and supersedes any and all previous and contemporaneous agreements, whether written or oral, and any and all communications between the parties, relating to the subject matter of this Agreement. County reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed writings, as provided under **§ 801** (Contract Modifications/Amendments).

§ 817. Captions. Caption, section, and subsection headings used in this Agreement are for convenience only, are not part of the terms and conditions of this Agreement, and shall not be used in interpreting any provision.

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STATEMENT OF WORK

1. INTRODUCTION

The Executive Office of the Board of Supervisors of the County of Los Angeles has for many years administered contracts with various temporary employment agencies to provide as-needed personnel to this department as well as other County departments.

The six (6) principal job classifications needed are account clerks, administrative analysts, receptionist/typists, senior typist clerks, secretaries and material handlers. Other job classifications could be required from time-to-time in 1) higher level job classifications with duties comparable to those in the principal job classifications and 2) job classifications in other occupational categories.

Our needs for temporary services will not exceed 90 working days for any single peak load, emergency or temporary absence which require temporary services. Approximately 60 - 70 temporaries could be working on any given day. It is helpful if the selected Proposer/Proposers are able to fill requests to staff areas other than downtown Los Angeles, such as Lancaster.

2. MINIMUM EXPERIENCE & SKILL REQUIREMENTS

Listed below are the minimum qualifications for each of the six (6) principal job classifications to base your hourly bill rate upon:

Account Clerk

- One year's clerical experience in bookkeeping.
- Demonstrated skill in maintaining a double entry accounting system.
- Knowledge of accounts receivable, payable, and bank reconciliation principals.
- Demonstrated skill in using a ten key calculator by touch.

Administrative Analyst

- Three year's experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, budget, or human resources to management.
- The ability to analyze, interpret, and present complex data to management orally or in writing.
- Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that include such things as recommendations and comprehensive reports to management.

Receptionist/Typist

- One year's office clerical and skilled typing experience.
- Answers telephones, in most cases 5 - 6 lines, and requires high accuracy in taking written messages.
- Answers routine inquiries and gives information to the public and/or other clients.
- Ability to type 25-40 wpm.
- Knowledge and skill in the use of word processing software such as Microsoft Word 2003 or Word Perfect Corel 8.0.
- Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus.
- Proficient in the use of a fax machine, photocopy machine and calculator.
- Opens, sorts, time stamps and routes incoming mail.

Senior Typist Clerk

- Three year's office clerical experience, one year of which must have been in a specialized or supervisory capacity.
- Ability to type 40 wpm.
- Knowledge and skill in the use of word processing software such as Microsoft Word 2003 or Word Perfect Corel 8.0.
- Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus.
- Proficient in the use of computer to input data, a fax machine, photocopy machine, and calculator.

Secretary

- Two year's secretarial experience.
- Ability to type 40 w.p.m.
- Knowledge of at least two of the following software applications:
 - ✓ Microsoft Software (Access, Outlook, Power Point, and Word)
 - ✓ WordPerfect 7.0 , Word Perfect Corel 8.0, Lotus Smart Suite
 - ✓ Microsoft Excel
 - ✓ Windows 2003
- Ability to use Microsoft Outlook to e-mail, prepare calendars, and schedule appointments, and arrange conferences and meetings.
- Skill in screening office and telephone callers.
- Ability to organize thoughts and exceptional grammar skill to compose and prepare memos, notices, and bulletins.
- Ability to take written minutes and fast notes when required to attend and record meeting activities.

Materials Handler

- Experience in loading, unloading, and moving materials within or near work site.
- Determines department inventory levels, usage trends, maintenance of reorder levels, and monitors performance of shipping and receiving, and performance on materials transactions.

3. PROPOSER'S EMPLOYEES

The Proposer is responsible for providing training, and supervising the personnel assigned to perform services under any resultant contract. All personnel assigned by the Proposer to perform these services shall at all times be employees of the Proposer and the Proposer shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Proposer shall be removed from the performance of requested services immediately upon the written or oral request of the County Contract Administrator.

Proposer will be solely responsible for providing to its employees all legally required employee benefits and County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Proposer. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the County Auditor-Controller.

The personnel provided by the Proposer shall at a minimum, in addition to the experience and knowledge, skill and/or ability requirements of the position, possess the following:

- The ability to work in a complex, fast-paced, confidential and high-pressured working environment in carrying out multi-tasked assignments.
- The ability and skill to fluently read, write, speak and understand English.
- The ability to communicate effectively using good judgment and discretion when required to orally express ideas, provide feedback, report statuses, interpret and explain a variety of data, and when defending his/her position in the presentation of data.
- Present a neat, businesslike appearance and behave in a professional manner with peers, the public, and/or all levels of personnel with whom the assignment will place the individual in contact.
- The ability to handle sensitive materials and perform confidential duties, including refraining from communicating confidential data and/or materials to those who do not have a business need to know.
- Bilingual skill and ability to speak, read, and write in languages such as Spanish, Asian languages, etc., when requested.
- Possess a California Driver's License and be able to satisfy a California Department of Motor Vehicles (DMV) background check, upon request by the Executive Office, prior to placement into the assignment for those positions whose duties require the individual to operate a vehicle.

- Be able to satisfy and pass a criminal background check, upon request by the Executive Office, for those positions deemed sensitive prior to placement into the assignment. Background check results should be completed at least five business days before the individual is placed into the assignment. The cost of background checks is the responsibility of the Proposer.

The County Contract Administrator may, at his or her sole discretion, direct the Proposer to replace any of the individuals the Proposer has provided.

Helpmates Staffing Services (Page 1 of 2) Attachment

JOB DESCRIPTIONS & MINIMUM REQUIREMENTS

HOURLY BILL RATE

Account Clerk

\$17.77

One year's clerical experience in bookkeeping. Knowledgeable in accounts receivables, accounts payables, double entry accounting systems and bank reconciliation. Functions may include posting and reconciling bank or cash accounts and reviewing transactions for completeness. May assist accountant in preparation of reports, answer customer inquiries and investigate complaints about possible errors. Operates calculator or ten-key adding machine by touch. Works under supervision of accounting supervisor or accountant.

Administrative Analyst

\$25.38

Three years experience in a staff capacity analyzing and making recommendations for solutions of problems of organization, systems and procedures, programs, budget, or human resources to management. Ability to analyze, interpret and present complex data to management orally and in writing. Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that includes comprehensive reports to management.

Receptionist/Typist

\$17.77

One-year office clerical experience, answering telephones with at least five to six separate lines. Neat appearance and good verbal skills. Type 25-30 WPM, Knowledge and basic skill in the use of word processing, Word, Word Perfect, Excel or Lotus. Proficient in use of office fax, photocopy and calculators.

Senior Typist Clerk

\$18.46

Three years office clerical experience, one year at the level of Intermediate Typist Clerk. Type 40 WPM, knowledge of at least two software (MS Office, Word Perfect 7.0, Corel 8.0, Win 98, 2000 or NT) . Proficient in use of fax, photocopier and calculator.

Secretary

\$22.78

Two years secretarial experience. Must type 40 words per minute. Performs varied secretarial and clerical duties. A thorough knowledge of word processing with two software required. Able to process heavy volumes of text, letter composition, general clerical duties and heavy phones. Excellent written and verbal communication skills. MS Suite, Lotus Suite and Win '98, 2000 or NT. Ability to take written minutes and fast notes when required to attend and record meeting activities.

Material Handler

\$17.17

Three month's warehouse or laborer experience. Ability to lift up to 35 pounds, packing, shipping and receiving supplies

HELPMATES STAFFING SERVICES COMPARABLE POSITIONS (PAGE 2 OF 2)

JOB DESCRIPTIONS & MINIMUM REQUIREMENTS**HOURLY
BILL RATE****Bookkeeper/Jr. Accountant**

\$26.43

Two years experience as a bookkeeper. Prepares and maintain financial record and vouchers, maintains ledgers and control accounts. Proficient in a spreadsheet software.

Intermediate Typist Clerk

\$17.06

Two years experience in skilled typing work and performing other clerical duties. Answer phones, fax, filing, copying. Must type 35-40 wpm. PC Literate.

Secretary II

\$24.41

Three years secretarial experience. Must type 50+ words per minute. Performs varied secretarial and clerical duties. A thorough knowledge of word processing (advance skill level) with specified software required. Able to process heavy volumes of text, letter composition, general clerical duties and heavy phones. Excellent written and verbal communication skills.

Jr. Legal Secretary

\$25.38

One-year legal experience, knowledge of transcription, produces letters, court documents and coordinates mailing. Must possess excellent computer skills in the specified software including legal calendaring software.

Legal Secretary

\$27.65

3-6 years legal experience, possess knowledge of court forms/filing procedures and has knowledge of one or more practice area. Maintains calendar and schedule attorney's time and billing sheets. Ability to multi-task excellent software skills including calendaring software.

Helpmates derived at the proposed rates by utilizing the CPI Inflation Calculator to determine 2008 rate adjustments based on inflation since 2005. Helpmates simply entered the rates that are currently being used under contract into the calculator and the inflation-adjusted rate automatically calculate. The inflation-adjusted rates are being submitted.

PROPOSER'S EEO CERTIFICATION

Helpmates Staffing Services
 Company Name
900 Wilshire Blvd. #914 LA, CA 90017
 Address
9
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()

Julia Bolden April 7, 2009
 Signature Date
Julia Bolden, Regional Director
 Name and Title of Signer (please print)

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Helpmates Staffing Services/Julia Bolden

Proposer Name

Regional Dir.

Proposer Official Title

Official's Signature



**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Julia Bolden

Date: 10/3/08

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 established the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County Department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (Print name as shown in bid or proposal) Julia Bolden,
 hereby submit this certification to the (County department)
Board of Supervisors, pursuant to the provisions of County Code
 Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or
 proposal) Helpmates Staffing, an independently-owned or franchiser-owned
 business (circle one), located at (contractor or, if an association, associated member address),
 900 Wilshire, LA, is in compliance with Los Angeles County's Child Support Compliance
 Program and has met the following requirements:

1) Submitted a complete Principal Owner Information form to the District Attorney Bureau of Family Support Operations;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653 a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

EXECUTED THIS 3rd **DAY OF** October 2008

(Month and Year)
 at: 900 Wilshire Blvd. #914, LA 90017 Telephone No. 213-228-1820

by: Julia Bolden

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: District Attorney Bureau of Family Support Operations
 Special Projects
 P.O Box 911009
 Los Angeles, CA 90091-1009
 FAX: (323) 890-9741

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

☒ YES (subject to verification by County) ☐ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☒ YES ☐ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☒ YES ☐ NO ☐ N/A (Program not available)

Proposer Organization: Helpmates Staffing Services

Signature: *Julia Bolden*

Print Name: Julia Bolden

Title: Regional Director

Date: 10/3/08

Tel.#: 213-228-1820

Fax #: 213-228-0299

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Helpmates Staffing Services		
Company Address: 900 Wilshire Blvd. # 914		
City: Los Angeles	State: CA	Zip Code: 90017
Telephone Number: 213-228-1820		
Solicitation For <u>Temp</u> Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

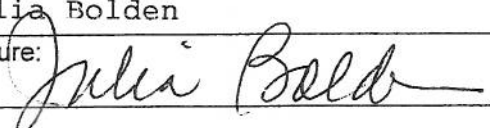
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Julia Bolden	Title: Regional Director
Signature: 	Date: 10/3/08

TEMPORARY SERVICES AGREEMENT

COUNTY OF LOS ANGELES EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this TH day of APRIL 2009 by and between the County of Los Angeles (hereinafter "County") and AppleOne Employment Services (hereinafter "Contractor") for the provision of temporary personnel services.

RECITALS

WHEREAS, the County is authorized to enter into contracts necessary for the exercise of its powers under California Government Code section 31000.4; and

WHEREAS, the County is in need of temporary personnel services on a part-time and intermittent basis to perform specific functions for the Board of Supervisors and other County departments; and

WHEREAS, the Contractor is in the business of, and is qualified and willing to provide temporary personnel services to the County from time to time, as determined by the County, and has been selected to do so through a solicitation process; and

WHEREAS, in the judgment of the County, this Agreement is necessary to meet its need for such temporary personnel services.

NOW THEREFORE, in consideration of the foregoing, all of which are incorporated as a part of this Agreement, and the mutual covenants of the parties as set forth below, the parties hereto further agree as follows throughout and hereinafter:

SECTION 1. APPLICABLE DOCUMENTS. (a) This base document, along with Exhibits A (Standard Terms and Conditions), B (Statement of Work), C (Hourly Billing Rates), D (Contractor's EEOC Certification), E (Certification of No Conflict of Interest), F (County Lobbyist Ordinance Certification), G (Child Support Compliance Program Certification), H (GAIN/GROW Participation Certification) and I (Contractor Employee Jury Service Certification), attached hereto and incorporated herein by this reference, collectively form, and are throughout and hereinafter referred to as, the "Agreement."

(b) In the event of any conflict and/or inconsistency in the definition and/or interpretation of any word, responsibility, schedule, and/or the contents and/or description of any deliverable, service, and/or other work, and/or otherwise, between and/or among this three (3) page base document and/or the Exhibits and their attachments, such conflict and/or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following descending priority:

- (1) Exhibit A – Standard Terms and Conditions
- (2) Exhibit B – Statement of Work
- (3) Exhibit C – Hourly Billing Rates

SECTION 2. ADMINISTRATION OF AGREEMENT. (a) The Contract Administrator identified herein shall be responsible for the administration of this Agreement on behalf of the County:

**Sachi A. Hamai
Executive Officer
383 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012**

(b) Contractor's Operational Manager for the Agreement shall be the following person:

~~Kenneth W. Landau~~ **CORA CALAGNA**
~~Director of Government Services~~ **MANAGER**
990 Knox Street
Torrance, CA 90502

SECTION 3. CONTRACTOR RESPONSIBILITIES. (a) The Contractor shall be required to render and provide on an as-needed basis, services in the manner and form described in this Agreement and as more specifically set forth in Exhibit B (Statement of Work).

(b) Contractor agrees that should work be performed outside of that specifically requested and authorized by the County or outside the scope of the Statement of Work (Exhibit B), without the prior written approval of the County in accordance with this Agreement, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim(s) with respect to such work against the County.

(c) Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to the highest professional standards.

SECTION 4. COUNTY OBLIGATIONS. (a) County may periodically and from time to time, authorize Contractor to assign its employees and otherwise perform identified temporary personnel services on an as-needed basis. Said authorization shall be in writing.

(b) To the extent Contractor satisfactorily performs services hereunder, the County agrees to pay the Contractor for provision of services identified in the Agreement in accordance with relevant hourly rates and invoicing procedures set forth herein. Payment of such amount(s) shall constitute full and complete payment for services rendered hereunder.

SECTION 5. PAYMENT FOR SERVICES. Contractor shall be compensated for services satisfactorily rendered under this Agreement in accordance with the provisions set forth in § 300 (Invoices and Payments) of Exhibit A (Standard Terms and Conditions and provisions set forth in Statements of Work) of Exhibit B and (Hourly Billing Rates) of Exhibit C. Except as otherwise expressly provided in writing by the County, hourly billing rates set forth in Exhibit C shall remain in effect for the term of this Agreement, including any extension thereof.

SECTION 6. TERM. This Agreement shall commence on April 15, 2009 and shall terminate at the close of business on April 14, 2012. Thereafter, the Executive Officer may, in her discretion, renew this Agreement for two (2) additional one-year terms, or any part of a year.

SECTION 7. NO GUARANTY OF WORK. (a) This Agreement is intended to provide the County with temporary personnel services on an as-needed basis. As such, the County does not promise, guaranty or warrant that it will utilize any particular level of Contractor services, or any services at all during the term of this Agreement. The determination as to the need for such services or the selection of a particular contractor to be used for provision of such services, shall rest solely within the discretion of the Executive Officer.

(b) The Contractor understands that the County may enter into similar contracts with other temporary personnel service providers for provision of as-needed services, and that the County is not required to assign any percentage or minimum level of such services to the Contractor. The Executive Officer may, in her sole discretion, obtain any or all such services from one or more service providers having duly executed a temporary personnel services agreement with the County.

IN WITNESS WHEREOF, the County of Los Angeles and the Contractor have caused this Agreement to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: *Don Krabe*

Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai,
Executive Officer-Clerk of
the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *Don Krabe*

Deputy

APR 08 2009

By: *Don Krabe*

Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: *Raymond G. Fortner, Jr.*

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

AppleOne Employment Services

By: *Cora Calagna*

Title: Manager

Date: April 7, 2009

19

MAR 31 2009

3

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76969

EXHIBIT A

STANDARD TERMS AND CONDITIONS

**COUNTY OF LOS ANGELES
EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS
TEMPORARY PERSONNEL SERVICES AGREEMENT**

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STANDARD TERMS AND CONDITIONS

COUNTY OF LOS ANGELES EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS TEMPORARY PERSONNEL SERVICES AGREEMENT

§ 100. DEFINITIONS. For purposes of the Agreement, including all Exhibits thereto, the following definitions shall govern its interpretation:

§ 101. "Agreement" shall mean the agreement by and between the County of Los Angeles and the Contractor, which agreement shall include the three (3) page primary or base document and all exhibits and/or documents referenced therein.

§ 102. "Board of Supervisors" or "Board" shall mean the Board of Supervisors of the County of Los Angeles.

§ 103. "Chief Executive Officer" or "CEO" shall mean the Chief Executive Officer of the County of Los Angeles, or his authorized designated representative.

§ 104. "Contract Administrator" shall mean the Executive Officer or other person designated by the Executive Officer, which person shall have authority to act for the County on contractual and administrative matters relating to the Agreement.

§ 105. "County" shall mean the County of Los Angeles.

§ 106. "Executive Officer-Clerk of the Board of Supervisors" or "Executive Officer" shall mean the Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles or her designated representative.

§ 107. "Hourly Billing Rates" shall mean those rates set forth in Exhibit C of this Agreement. If expressly provided in the base document, the Hourly Billing Rates may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment; provided, however, any increase shall not exceed the general salary movement granted to County employees as determined by the CEO as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustment will be granted.

§ 108. "Operational Manager" shall mean the person designated by the Contractor to administer the Agreement on behalf of the Contractor and who shall be responsible for the Contractor's performance and ensuring Contractor's compliance with the Agreement.

§ 109. "Services" shall mean the services identified in the primary or base document of this Agreement, or as more specifically set forth in Exhibit B of this Agreement.

§ 110. "State" shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Contractor provides the following assurances and certifications (with required written certifications included in relevant exhibits to this Agreement), and agrees to the following terms:

§ 201. Compliance with Laws. (a) Contractor shall comply with all applicable federal, State, and local laws, rules, regulations and ordinances, and directives, and all provisions required are thereby included in this Agreement, are hereby incorporated by reference.

(b) Contractor agrees to indemnify, defend, and hold the County harmless from and against any and all liability, violation on the part of Contractor, its agents, officers, subcontractors, and employees of any such laws, rules, regulations, ordinances or directives.

§ 202. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

(b) Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

(c) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(d) Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation in compliance with all applicable federal and State anti-discrimination laws and regulations.

(e) Contractor certifies that it is in compliance with all federal, State, and local laws, including, but not limited to:

1. Title VI, Civil Rights Act of 1964;
2. Section 504, Rehabilitation Act of 1973;
3. Age Discrimination Act of 1975;
4. Title IX, Education Amendments of 1973, as applicable; and
5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B; and

(f) Contractor certifies that it shall subject no person, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation to discrimination as to any privileges or uses granted by this Agreement or under any project, program or activity supported by this Agreement.

(g) Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this § 202 when so requested by County.

(h) If any provision of this § 202 is violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

(i) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Thousand Dollars (\$5,000.00) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

§ 203. Certification of Requisite Skills. (a) Contractor represents and warrants to the County, and County will rely on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement.

(b) The County shall have the right to require any Contractor employee assigned to perform under this Agreement to take the standard County examination to determine that employee's skills. In the event Contractor's personnel do not meet the minimum requirements, the Contractor shall immediately replace said personnel with personnel possessing the required skills and the County shall not be charged for the services of the person replaced.

(c) All Contractor personnel performing services under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor's personnel passes or fails the background clearance investigation.

(d) The County Contract Administrator may, at his or her sole discretion, direct the Contractor to replace any of the individuals the Contractor has provided to render Services under the terms of this Agreement.

§ 204. Wage and Hour Laws. Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act (FLSA) and shall indemnify, defend and hold harmless County, its agents, officers and employees from any and all liability including but not limited to, wages overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the FLSA for services performed by Contractor's employees for which County may be found jointly or solely liable.

§ 205. Safety and Working Conditions. (a) Contractor shall comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 *et seq.*) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Contractor assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

(b) Consistent with this **§ 205**, Contractor agrees that it shall comply with section 3203 of title 8 in the California Code of Regulations which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

(c) In addition to other requirements set forth herein, Contractor certifies that it shall, at its own expense, provide its employees all necessary general and specific training with respect to safety and working conditions and provide its employees with all required personal protective equipment necessary to perform services under this Agreement.

§ 206. Employment Eligibility Verification. (a) Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all employees performing services under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations.

(b) Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

(c) Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from and against any employer sanctions and other liability which may be assessed against the Contractor or County, or both, in connection with any alleged violations of any federal statutes and/or regulations pertaining to the eligibility for employment of any persons performing services hereunder.

§ 207. Conflict of Interest/Contracts Prohibited. (a) No County employee whose position with the County enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee nor any individual possessing any direct or indirect financial interest in Contractor, may in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to influence the County's approval or ongoing evaluation of such work.

(b) Contractor certifies that it is aware of the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting with Current or Former County Employees," and that Contractor's execution of this Agreement does not violate those provisions. (Exhibit E, "Certification of No Conflict of Interest".)

(c) The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this § 207 shall be a material breach of this Agreement.

§ 208. Lobbying. Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. (Exhibit F, County Lobbyist Ordinance Certification.) Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may, in its sole discretion, immediately terminate or suspend this Agreement.

§ 209. Covenant Against Contingent Fees. (a) Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

(b) For breach of this warranty, County shall have the right to terminate this Agreement, and in its sole discretion, deduct or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from any deliverable price or other consideration payable.

§ 210. County Layoffs. (a) Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

(b) Employment offers to qualified County employees shall be under the same conditions and rate of compensation that apply to other individuals who are employed or may be employed by Contractor.

(c) Contractor shall maintain records of each employment offer made to qualified County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

§ 211. GAIN/GROW Program Participants. (a) Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. (See, Exhibit H, GAIN/GROW Participation Certification.) Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

(b) In the event that both laid off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority in accordance with **§ 210**.

§ 212. Prohibition Against Inducement or Persuasion. Notwithstanding **§ 210** and **§ 211** herein, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement or civil service process.

§ 213. Warranty of Adherence to County's Child Support Compliance Program.

(a) Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

(b) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). (See, Exhibit G, Child Support Compliance Program Certification.)

§ 214. Notice to Employees Regarding Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached to this Exhibit A of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

§ 215. Debarment and Suspension. (a) **Responsible Contractor.** The Contractor certifies that it has not been subject to debarment and/or suspension under any federal (29CFR Part 98), State or local program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Agreement by the Contractor.

(b) A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Contractor (as a contractor) is hereby notified that, in accordance with Chapter 2.202 of the County Code, as may be amended from time to time, if the County acquires information concerning the performance of Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County agreements for a specified period of time, and terminate any or all existing agreements the Contractor may have with the County. Notwithstanding any provision in this § 215 to the contrary, the parties agree that debarment proceedings shall be governed by provisions of Chapter 2.202 of the County Code.

(d) **Non-Responsible Contractor.** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform an agreement with the County or any other public entity or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Executive Officer will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will inform the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors of Contractor.** These terms shall also apply to subcontractors of County contractors.

§ 216. Notification of Federal Earned Income Credit. Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 217. Employee Jury Duty Service Program. (a) Jury Service Program. This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. (Exhibit I, "Contractor Employee Jury Service Certification.)

(b) **Written Employee Jury Service Policy.** (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this § 217, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours of more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary service of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this § 217. The provisions of this § 217 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for any exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for any exception to the Program.

(4) Contractor's violation of this § 217 may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor for the award of future County agreements for a period of time consistent with the seriousness of the breach.

§ 218. Authorization Warranty. (a) Contractor warrants and represents that the person(s) executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

(b) Contractor warrants that any person(s) executing this and/or any amendment to this Agreement pursuant to § 801 (Contract Modifications/Amendments) for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

§ 219. Protection Against Fraud and Abuse. The Contractor (including its employees and agents), in performing all obligations under the terms of this Agreement, assures that it will perform services in a manner which safeguards against fraud and abuse. The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Contractor, its officers, employees and agents of this section.

§ 300. INVOICES AND PAYMENTS.

§ 301. Submission of Invoice. (a) Contractor shall invoice the County for services performed under the terms of this Agreement at the rates set forth in Exhibit C (Hourly Billing Rates), monthly, by delivering a written invoice to the County Contract Administrator by the 15th of the month following the performance of the invoiced services. The form and content of such invoice shall be in accordance with instructions provided by the Contract Administrator to the Contractor.

(b) Invoices, and supporting documentation shall be delivered to the County Contract Administrator, c/o Executive Officer-Clerk of the Board of Supervisors, County of Los Angeles, Room 374, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012.

§ 302. Contractor Account Analysis. (a) The County Contract Administrator shall review submitted invoices and may, in his or her discretion, approve or deny all or any part of such invoice. The County Contract Administrator shall furnish a written statement of reasons for such denial to the Contractor.

(b) Contractor shall review all disputed/denied charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of County Contract Administrator's written report. If Contractor does not submit written justification within such thirty (30) calendar day period, Contractor shall be deemed to have agreed with County Contract Administrator's written report and the County shall not be responsible for payment of such disputed/denied charges. Disputed items on any invoice or statement shall not be paid unless and until resolved to the mutual satisfaction of the County Contract Administrator and the Contractor.

§ 303. Payment. The County agrees to pay those portions of such invoices approved for payment by the County Contract Administrator.

§ 304. Invoice Subject to Audit. All invoices submitted by the Contractor pursuant to this Agreement are subject to auditing requirements for the County Auditor-Controller.

§ 400. INDEPENDENT STATUS.

§ 401. Independent Contractor. (a) This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

(b) Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to the Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

(c) Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for all purposes, and in particular, for purposes of workers' compensation liability, solely employees of the Contractor and not of the County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person for injuries arising from or connected with compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor hereunder.

§ 402. No Right to Bind County. As an independent contractor, Contractor has no power or authority to bind the County to any obligations, agreements, or contracts.

§ 500. INDEMNIFICATION AND INSURANCE.

§ 501. Indemnification. Notwithstanding any provision of this Agreement to the contrary, either expressing or by implication, Contractor agrees to indemnify, defend and hold harmless County, and County's special districts, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to any losses, damages, fees, (including attorney and expert witness fees), costs, and/or expenses arising from or connected with Contractor's acts and/or omission(s) arising from and/or relating to this Agreement, including, without limitation, claims for bodily injury, death, personal injury or payment damage.

§ 502. Insurance. Without limiting Contractor's indemnification and defense of County, Contractor shall provide and maintain at its own expense during the term of this Agreement, the following programs of insurance covering its operations hereunder. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and shall be secured through a carrier satisfactory to the County.

(a) **General/Auto Liability.** Such policy of insurance shall include, but not be limited to, comprehensive general liability and comprehensive auto liability (if any of the individuals that the Contractor has provided is required to drive in the course of this contract), with a combined single limit or not less than \$1,000,000.00 per occurrence. Such insurance shall be primary to any other insurance.

(b) **Workers Compensation and Employers' Liability.** Insurance providing workers compensation benefits, as required by the California Labor Code, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker's Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

§ 503. Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the County Contract Administrator, c/o Executive Officer-Clerk of the Board of Supervisors, County of Los Angeles, Room 374, Kenneth Hahn Hall of Administration, 500 W. Temple Street, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverage's required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County, its special districts, its officials, (elected and appointed), officers and employees as insurers for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State.

§ 504. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A.M. best rating of not less than A:VII, unless otherwise approved by the County.

§ 505. Failure to Procure or Maintain Insurance. Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

§ 506. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Administrator.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

§ 507. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 508. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Providing evidence of insurance covering the activities of sub-contractors, or

(b) Providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.

§ 509. Self-Insurance. Notwithstanding § 502, the County agrees that Contractor may, upon written approval of County, provide for self-insurance with respect to any coverage set forth under paragraphs (a) and (b) of § 502, provided that Contractor shall provide evidence that is satisfactory to the County Risk Manager for any self-insurance programs elected.

§ 600. AUDITS/RECORDS/REPORTS/PUBLICITY.

§ 601. Records. (a) Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by Contractor to the County.

§ 602. Inspection/Monitoring. (a) Contractor hereby agrees to cooperate with the Executive Officer, County, the County Auditor-Controller and any appropriate State or federal representative, in the review and monitoring of Contractor's services, records and procedures at any reasonable time.

(b) Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal business hours. Such material, including all pertinent cost accounting, financial records and proprietary data shall be kept and maintained by Contractor according to Contractor's record retention schedule, but in no event less than five (5) years from creation of such records, unless the County's written permission is given to dispose of such material prior to the end of such periods as defined in the Contractor's record retention schedule. In the event the County wishes to exercise its rights under this § 602, County shall provide Contractor with at least twenty-four (24) hours advance written notice.

§ 603. Audits. If, at any time during the term of this Agreement, or at any time, but in no event later than two (2) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County dollar liability for such service is less than payments made by the County to the Contractor, then the Contractor agrees that the difference plus interest shall, at the County's option, be either: (1) repaid forthwith by Contractor to the County by cash payment, or (2) credited against any future payments hereunder to Contractor. Interest will be calculated and compounded for each day the actual overcharge existed. The interest rate shall be the daily Federal Fund rate in effect during the period the overcharge occurred. In the event such an audit is conducted, the County shall have access to the Contractor's records in accordance with this **§ 603**.

§ 604. Confidentiality. (a) Contractor shall maintain the confidentiality of all records obtained from County under this Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

(b) Contractor and Contractor's employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons whose names or identifying information become available or are disclosed to Contractor, Contractor's employees, agents or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying such person. Contractor, Contractor's employees, agents or subcontractors shall not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement and shall promptly transmit to County all requests for disclosure of such identifying information.

(c) Contractor shall inform all of its officers, employees, agents, and subcontractors, providing Services hereunder of the confidentiality provisions of this Agreement.

§ 700. TERMINATION/CANCELLATION OF SERVICES.

§ 701. Termination for Default. (a) Subject to the terms outlined herein, the County may, by written Notice of Default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform any of the authorized services as specified in Exhibit B (Statements of Work) of this Agreement that are within the time specified by the Executive Officer or any extension approved by Executive Officer; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

(b) Contractor shall have three (3) working days from the date of a Notice of Default in which to cure the default(s); however in its sole discretion, Executive Officer may extend this period or authorize a longer period for cure. Any such extension or authorization shall be in writing and signed by the Executive Officer. Executive Officer, in her sole discretion, shall determine if the default is cured.

(c) Payment for services received prior to termination will be determined in accordance with paragraph (c) of § 703 (Termination for Convenience).

(d) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates this Agreement in whole or in part for Contractor's default, the County may procure, upon such terms and in such manner as the County may deem appropriate, replacement services and Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by Executive Officer in her sole discretion. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this § 701.

(e) (1) Contractor shall not be liable for failure to perform under this Agreement if that failure arises from causes beyond the control and without the fault and negligence of Contractor, as determined by the Executive Officer. Such causes may include, but are not restricted to:

(A) Acts of nature (e.g., fires, floods, earthquakes, unusually severe weather, epidemics);

(B) Acts of the public enemy;

(C) Acts of County in either its sovereign or contractual capacity;

(D) Acts of the federal or State government in its sovereign capacity; quarantine restrictions, strikes, and freight embargoes; but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor.

(2) If the failure to perform is caused by the default of a subcontractor(s), and if such default arises out of causes beyond the control of both the Contractor and subcontractor(s), and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

(3) In the event the Contractor performance is excused in accordance with this subparagraph (e), and the services are not provided, the Contractor agrees to reimburse the County any amounts previously paid by the County; excluding extraordinary costs and expenses incurred by the Contractor as a direct result of instructions from the County; provided, however, that such costs and expenses have been approved by the Executive Officer and/or the Contractor Administrator in their sole discretion.

(f) If it is determined that Contractor was not in default under the provision of this Agreement, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued under § 703 (Termination for Convenience).

(g) The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

§ 702. Default for Insolvency. (a) County may cancel this Agreement forthwith for default in the event of the occurrence of any of the following:

(1) Insolvency of the Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of Bankruptcy or not, and whether insolvent within the meaning of the federal Bankruptcy Law or not.

- (2) Filing of a voluntary petition to have the Contractor declared bankrupt.
- (3) Appointment of a Receiver or Trustee for Contractor.
- (4) Execution by Contractor of an assignment for the benefit of creditors.

(b) The rights and remedies of County provided in this **§ 702** shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

§ 703. Termination for Convenience. (a) This Agreement may be terminated in whole or in part by Executive Officer when such action is deemed by the Executive Officer to be in the County's best interest. Termination of this Agreement shall be effected by delivery to Contractor of a thirty (30) calendar day prior written Notice of Termination specifying the date upon which such termination becomes effective, unless a shorter/longer notice is required pursuant to the provisions of the Statement of Work (Exhibit B), in which event the shorter/longer notice shall be given.

(b) This Agreement may be terminated in whole or in part by Contractor without cause. Termination of the Agreement shall be effected by delivery to the Executive Officer or County Contract Administrator of a one-hundred eighty (180) calendar day prior written Notice of Termination specifying the date upon which such termination becomes effective, unless a shorter/longer notice is required pursuant to the provisions of the Statement of Work (Exhibit B), in which event the shorter/longer notice shall be given.

(c) After receipt by either party of a Notice of Termination, Contractor shall submit to the Executive Officer or County Contract Administrator, in the form and with the certifications as may be prescribed by the Executive Officer, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, the Executive Officer shall pay Contractor the amount so determined.

§ 704. Termination for Improper Consideration. (a) The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

(b) Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the Executive Officer manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

§ 705. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in § 213 (Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the County District Attorney or Department of Child Support Services shall be grounds upon which the County may terminate this Agreement pursuant to § 701 (Termination for Default).

§ 706. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 703 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 707. Action Upon Termination. After receipt of a Notice of Termination pursuant to the terms of this Agreement, and except as otherwise directed by the County, the Contractor shall:

- (a) Incur no new or additional obligations in connection with the terminated work, and on the date set in the Notice of Termination, the Contractor shall stop work to the extent specified.
- (b) Take all reasonable steps to minimize costs allocable to the work terminated by the notice.
- (c) Terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work.
- (d) Complete performance of such part of the work that shall not have been terminated by the Notice of Termination.

§ 708. No Payment for Services Provided Following Expiration/Termination of Agreement. Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

§ 800. GENERAL PROVISIONS.

§ 801. Contract Modifications/Amendments. Contractor and County may mutually agree to add services, add users to existing services, change any portion of the services, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in writing, signed by both parties.

§ 802. Assignments/Delegation (a) Contractor shall not assign any of its rights and/or delegate any of its duties under this Agreement, either in whole or in part, without the prior express written consent of the County in its sole and absolute discretion. Any unapproved assignment and/or delegation shall be null and void. Any payments by County to any unapproved delegate or assignee on any claim under this Agreement shall be subject to setoff, recoupment, or other reduction for any claim, which Contractor may have against County.

(b) If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, such action shall be null and void and may result in the termination of this Agreement.

§ 803. Subcontracting (a) In entering into this Agreement, the County has relied on the reputation, and upon obtaining the performance, of Contractor itself. Therefore, Contractor shall not delegate its duties, assign its rights or subcontract this Agreement, or any portion thereof, without the prior written consent of the Executive Officer. Any attempt of Contractor to subcontract without such consent shall be null and void, and constitutes a material breach of this Agreement.

(b) If Contractor desires to subcontract any portion of its performance, obligations, and/or responsibilities under this Agreement, Contractor shall make a written request to County for written approval, which shall include: (1) the reason(s) for the proposed subcontract, (2) a detailed description of the work to be performed by the proposed subcontractor (3) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, (4) a draft copy of the proposed subcontract, which must contain, at a minimum, all provisions of a County approved subcontract (subcontract provisions will be supplied by County upon request), (5) unless otherwise determined unnecessary by the County, copies of Certificates of Insurance and/or other evidence of coverage from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by **§ 500** (Indemnification and Insurance), and (6) any other information and/or certification required by County.

(c) Contractor shall indemnify, defend, and hold harmless County with respect to any liability resulting from the act(s) and/or omission(s) of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

(d) Contractor shall remain fully responsible for all performances required of it under this Agreement, including those, which Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

(e) Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officer, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

(f) (1) Contractor shall deliver to the County Contract Administrator a fully executed copy of each subcontract entered into by Contractor before any work may be performed under such subcontract.

(2) Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required on Contractor under **§ 500** (Indemnification and Insurance) from each approved subcontractor and deliver same to County Contract Administrator before any subcontractor may perform any work hereunder.

§ 804. Recycled Bond Paper. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste disposal at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in providing services.

§ 805. Survival. In addition to provisions expressly providing for survival, the following provisions of this Agreement shall survive its expiration or termination for any reason: **§ 201** (Compliance with Laws), **§ 204** (Wage and Hour Laws), **§ 500** (Indemnification and Insurance), **§ 600** (Audits/Records/Reports), **§ 803** (Subcontracting), and **§ 814** (Governing Law).

§ 806. Notices. (a) Any and all notices and/or demands required and/or permitted to be given and/or made under this Agreement shall be in writing, and shall be delivered (1) by personal service with signed receipt, or (2) mailed by first class registered or certified mail return receipt requested (throughout and hereinafter, Notice), and shall be deemed communicated as of the date of delivery/mailling.

(b) Executive Officer shall have authority to issue all notices or demands required or permitted by the County under this Agreement.

(c) The County Contract Administrator shall be the County representative to whom the Contractor shall forward all notices, documents, reports, and records as required in this Agreement. Notices to the County shall be addressed to the County to the attention of the County Contract Administrator at the address contained in Section 2 (Administration of Agreement) of the base/primary document.

(d) The Contractor Operations Manager shall be the Contractor representative to whom the County shall forward all notices as required in this Agreement. Notices to the Contractor shall be addressed to the Contractor to the attention of the Contractor Operations Manager at the address contained in Section 2 (Administration of Agreement) of the base/primary document.

(e) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this **§ 806**, within five (5) working days of said change.

§ 807. Notice of Delays. Except as otherwise provided in this Agreement, when either the Executive Officer or Contractor has knowledge that any situation is delaying or threatens to delay the timely performance of this Agreement, such party shall provide immediate telephonic notification thereof, including all relevant information with respect thereto, to the other party to this Agreement. Contractor shall provide written notification of the delay within one (1) business day of the telephonic notification.

§ 808. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement in whole or in part or impose other penalties as specified in the Agreement.

§ 809. Most Favored Public Entity. If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to any public entity, including but not limited to the State, any county, municipality or district, at prices below those set forth in this Agreement, then such lower prices shall be immediately and retroactively extended to County.

§ 810. Waivers. (a) No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

(b) No delay, failure, or omission of the County to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

(c) Waivers of the provisions of this Agreement shall be in writing and signed by the Executive Officer and/or the Contractor, as applicable.

(d) The rights and remedies set forth in this § 810 shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

§ 811. Nonexclusivity. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

§ 812. Endorsements/Publicity. Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and related clients, County shall not inhibit Contractor from publishing its role under this Agreement with the following conditions:

(a) Contractor shall develop all publicity material in a professional manner.

(b) During the course of performance of this Agreement, Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of County without the prior written consent of the County.

(c) Contractor may, without prior written permission of the County indicate in its bids, proposals, and sales materials that it has been awarded this Agreement to provide services, provided, however, that the requirements of this § 812, shall apply.

(d) The Contractor shall not, in any manner, advertise, publish or represent that the County endorses the services herein provided without the prior written consent of the Executive Officer. Any published document, opinion or article referencing the County must have prior written consent of the Executive Officer.

§ 813. Validity. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Agreement would be materially impaired thereby.

§ 814. Governing Law. This Agreement shall be governed and construed in accordance with the substantial and procedural laws of the State. Contractor agrees and consents to the exclusive jurisdiction of the Courts of the State for all purposes regarding this Agreement, and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

§ 815. Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

§ 816. Entire Agreement. This Agreement constitutes the complete and exclusive agreement between the parties, and supersedes any and all previous and contemporaneous agreements, whether written or oral, and any and all communications between the parties, relating to the subject matter of this Agreement. County reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed writings, as provided under **§ 801** (Contract Modifications/Amendments).

§ 817. Captions. Caption, section, and subsection headings used in this Agreement are for convenience only, are not part of the terms and conditions of this Agreement, and shall not be used in interpreting any provision.

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STATEMENT OF WORK

1. INTRODUCTION

The Executive Office of the Board of Supervisors of the County of Los Angeles has for many years administered contracts with various temporary employment agencies to provide as-needed personnel to this department as well as other County departments.

The six (6) principal job classifications needed are account clerks, administrative analysts, receptionist/typists, senior typist clerks, secretaries and material handlers. Other job classifications could be required from time-to-time in 1) higher level job classifications with duties comparable to those in the principal job classifications and 2) job classifications in other occupational categories.

Our needs for temporary services will not exceed 90 working days for any single peak load, emergency or temporary absence which require temporary services. Approximately 60 - 70 temporaries could be working on any given day. It is helpful if the selected Proposer/Proposers are able to fill requests to staff areas other than downtown Los Angeles, such as Lancaster.

2. MINIMUM EXPERIENCE & SKILL REQUIREMENTS

Listed below are the minimum qualifications for each of the six (6) principal job classifications to base your hourly bill rate upon:

Account Clerk

- One year's clerical experience in bookkeeping.
- Demonstrated skill in maintaining a double entry accounting system.
- Knowledge of accounts receivable, payable, and bank reconciliation principals.
- Demonstrated skill in using a ten key calculator by touch.

Administrative Analyst

- Three year's experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, budget, or human resources to management.
- The ability to analyze, interpret, and present complex data to management orally or in writing.
- Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that include such things as recommendations and comprehensive reports to management.

Receptionist/Typist

- One year's office clerical and skilled typing experience.
- Answers telephones, in most cases 5 - 6 lines, and requires high accuracy in taking written messages.
- Answers routine inquiries and gives information to the public and/or other clients.
- Ability to type 25-40 wpm.
- Knowledge and skill in the use of word processing software such as Microsoft Word 2003 or Word Perfect Corel 8.0.
- Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus.
- Proficient in the use of a fax machine, photocopy machine and calculator.
- Opens, sorts, time stamps and routes incoming mail.

Senior Typist Clerk

- Three year's office clerical experience, one year of which must have been in a specialized or supervisory capacity.
- Ability to type 40 wpm.
- Knowledge and skill in the use of word processing software such as Microsoft Word 2003 or Word Perfect Corel 8.0.
- Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus.
- Proficient in the use of computer to input data, a fax machine, photocopy machine, and calculator.

Secretary

- Two year's secretarial experience.
- Ability to type 40 w.p.m.
- Knowledge of at least two of the following software applications:
 - ✓ Microsoft Software (Access, Outlook, Power Point, and Word)
 - ✓ WordPerfect 7.0 , Word Perfect Corel 8.0, Lotus Smart Suite
 - ✓ Microsoft Excel
 - ✓ Windows 2003
- Ability to use Microsoft Outlook to e-mail, prepare calendars, and schedule appointments, and arrange conferences and meetings.
- Skill in screening office and telephone callers.
- Ability to organize thoughts and exceptional grammar skill to compose and prepare memos, notices, and bulletins.
- Ability to take written minutes and fast notes when required to attend and record meeting activities.

Materials Handler

- Experience in loading, unloading, and moving materials within or near work site.
- Determines department inventory levels, usage trends, maintenance of reorder levels, and monitors performance of shipping and receiving, and performance on materials transactions.

3. PROPOSER'S EMPLOYEES

The Proposer is responsible for providing training, and supervising the personnel assigned to perform services under any resultant contract. All personnel assigned by the Proposer to perform these services shall at all times be employees of the Proposer and the Proposer shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Proposer shall be removed from the performance of requested services immediately upon the written or oral request of the County Contract Administrator.

Proposer will be solely responsible for providing to its employees all legally required employee benefits and County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Proposer. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the County Auditor-Controller.

The personnel provided by the Proposer shall at a minimum, in addition to the experience and knowledge, skill and/or ability requirements of the position, possess the following:

- The ability to work in a complex, fast-paced, confidential and high-pressured working environment in carrying out multi-tasked assignments.
- The ability and skill to fluently read, write, speak and understand English.
- The ability to communicate effectively using good judgment and discretion when required to orally express ideas, provide feedback, report statuses, interpret and explain a variety of data, and when defending his/her position in the presentation of data.
- Present a neat, businesslike appearance and behave in a professional manner with peers, the public, and/or all levels of personnel with whom the assignment will place the individual in contact.
- The ability to handle sensitive materials and perform confidential duties, including refraining from communicating confidential data and/or materials to those who do not have a business need to know.
- Bilingual skill and ability to speak, read, and write in languages such as Spanish, Asian languages, etc., when requested.
- Possess a California Driver's License and be able to satisfy a California Department of Motor Vehicles (DMV) background check, upon request by the Executive Office, prior to placement into the assignment for those positions whose duties require the individual to operate a vehicle.

- Be able to satisfy and pass a criminal background check, upon request by the Executive Office, for those positions deemed sensitive prior to placement into the assignment. Background check results should be completed at least five business days before the individual is placed into the assignment. The cost of background checks is the responsibility of the Proposer.

The County Contract Administrator may, at his or her sole discretion, direct the Proposer to replace any of the individuals the Proposer has provided.

PROPOSAL FOR HOURLY BILL RATES

JOB DESCRIPTIONS & MINIMUM REQUIREMENTS**BILL RATE****ACCOUNT CLERK****\$15.84**

One year's experience in the accounting field. Knowledgeable in accounting procedures and clerical duties. Functions may include posting and reconciling bank or cash accounts and reviewing transactions for completeness. May assist accountant in preparation of reports, answer customer inquiries, and investigate complaints about possible errors. Operates calculator or ten-key adding machine by touch. Works under supervision of accounting supervisor or accountant.

Minimum Qualifications: One year's clerical experience in bookkeeping. Demonstrated skill in maintaining a double entry accounting system. Knowledge of accounts receivable, payable and bank reconciliation principals. Demonstrated skill in using a ten key calculator by touch.

ADMINISTRATIVE ANALYST**\$28.05**

Analyzes and makes recommendations for the solution of less complex problems of organization, budget, systems, procedures, program, facilities planning, general management, and health and safety for Los Angeles County; analyzes and makes recommendations for the solution of more difficult and complex problems under close supervision and guidance.

Minimum Qualifications: Three year's experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, budget, or human resources to management. The ability to analyze, interpret, and presents complex data to management orally or in writing. Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that include such things as recommendations and comprehensive reports to management.

RECEPTIONIST/TYPIST**\$14.96**

Three month's experience answering telephones with at least five to six separate lines. Neat appearance and good verbal skills.

Minimum Qualifications: One year's office clerical experience. Answers telephones, in most cases 5 - 6 lines, and requires high accuracy in taking written messages. Answers questions and gives information to the public and/or other clients. Types 25-30 wpm. Knowledge and skill in the use of word processing software such as Microsoft Word 2000 or Word Perfect Corel 8.0. Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2000 or Lotus.

Proficient in the use of a fax machine, photocopy machine, and calculator.

SENIOR TYPIST CLERK**\$15.25**

Does skilled typing work and performs highly specialized clerical duties requiring a highly specialized knowledge of a particular function with responsibility for applying proper procedures and while working with only general direction.

Minimum Qualifications: Three year's office clerical experience, one year of which must have been at the level of Intermediate Typist Clerk. Ability to type 40 wpm. Knowledge and skill in the use of word processing software such as Microsoft Word 2000 or Word Perfect Corel 8.0. Knowledge and skill in the use of

spreadsheet software such as Microsoft Excel 2000 or Lotus. Proficient in the use of a fax machine, photocopy machine, and calculator.

SECRETARY

\$19.35

Operates electronic text-editing word processing equipment to produce typed copy. Use Microsoft Outlook to e-mail, prepare calendars, and schedule appointments, and arrange conferences and meetings. Skill in screening office and telephone callers. Ability to organize thoughts and exceptional grammar skill to compose and prepare memos, notices, and bulletins. Ability to take written minutes and fast notes when required to attend and record meeting activities.

Minimum Qualifications: Two year's secretarial experience. Ability to type 40 w.p.m. Knowledge of at least two (2) of the following software applications: Microsoft Software (Access, Outlook, Power Point, and Word) WordPerfect 7.0 , Word Perfect Corel 8.0, Lotus Smart Suite Microsoft Excel Windows 98, Windows 2000 or NT Windows.

MATERIALS HANDLER

\$14.07

Experience in loading, unloading, and moving materials within or near work site. Determines department inventory levels, usage trends, maintenance of reorder levels, and monitors performance of shipping and receiving, and performance on materials transactions.

Minimum Requirements: Two years' experience in general building maintenance and repair involving a variety of minor carpentry, electrical, masonry, painting, and plumbing work.

ADDITIONAL JOB CLASSIFICATIONS

DATA ENTRY

\$14.50

Six month's experience in data, alpha, and numeric entry from raw data. Knowledgeable and experienced in varied computer applications and mixed formats.

Minimum Qualifications: One year's experience in the operation of a key punch or key-to-disk machine. Familiar with various job applications. Average 10,000 keystrokes. Demonstrated ability to review, edits, proof and revise posted data to ensure high accuracy in work examples.

PROGRAMMER ANALYST

\$35.05

Performs computer maintenance programming for a multi-programming computer system and conducts systems analysis design, under supervision. Writes computer programs using Common Business-Oriented Language (COBOL), Basic Assembler language, fourth-generation computer languages such as MAPPER, FOCUS, MUMPS, and NATURAL or other computer languages.

Designs programs according to procedures contained in computer program specifications, determining the coding required to perform each routine. Prepares and debugs detailed coding instructions by going through programs step by step.

Minimum Qualifications: Two years experience, within the last three years, in computer programming, utilizing Common Business-Oriented Language (COBOL), Basic Assembler Language, or fourth-generation computer languages such as MAPPER, FOCUS, MUMPS and NATURAL for medium-to-large scale third-generation computers.

LEGAL SECRETARY**\$23.20**

Performs legal clerical work in a County law office with minimal instruction. Types from handwritten drafts, tapes, or verbal instructions various legal documents such as briefs, complaints, contracts, investigation reports, motions, legislation, opinions, petitions, points and authorities, subpoenas, warrants, letters, memos and other documents as required.

Minimum Requirements: Must have experience with preparing and processing various legal documents, forms, and correspondence requiring knowledge of legal terminology. This experience must have been gained in a law office working for attorneys engaged in the practice of criminal or civil law.

ACCOUNTANT**\$22.10**

Performs a variety of difficult and complex non-supervisory accounting assignments for the purpose of professional development. Performs assignments involving all of the following under immediate professional accounting supervision. Participates in a wide variety of assignments drawn from the range of departmental accounting activities occurring within the annual accounting cycle including the annual set-up and maintenance of accounting books, the classification of transactions, trail balance, closing, and end of period adjustments. Assists in conducting cost surveys, revenue analyses, and other accounting studies; participates in writing reports of findings. Assists in studying, developing, and installing modifications of departmental accounting systems.

Minimum Requirements: Graduation from an accredited college with twenty-one units of accounting.

SENIOR WORD PROCESSOR**\$18.20**

Operates and develops codes for electronic text-editing word processing equipment to produce typed copy. Develops coding instructions used in performing mathematical calculations, in selecting, sorting, manipulating, and retrieving material with numerous variables, and for preparing various complex formats. Enters, edits, retrieves and manipulates data to produce typed copy in a wide variety of formats. Reviews, proofs, and revises copy for proper grammar, spelling, punctuation, and format.

Minimum Qualifications: One year's experience operating electronic text-editing word processing equipment to produce typed copy. Ability to type at the rate of 40 net words per minute.

EXECUTIVE SECRETARY**\$20.15**

Acts as secretary to the head of a small County department. Replies to personal and other correspondence, composing letters with or without dictation. Screens office and telephone callers, meets the public, makes appointments, and arranges conferences and speaking engagements. Directs callers to other departments and officials or to other individuals, divisions, or sections of the department where assigned.

Minimum Qualifications: One year of highly complex and highly responsible secretarial experience.

PROPOSER'S EEO CERTIFICATION

AppleOne Employment Services

Company Name

990 Knox Street, Torrance, California 90502

Address

95-2580864

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()

Signature

Date

Michael A. Hoyal, Chief Financial Officer
Name and Title of Signer (please print)

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

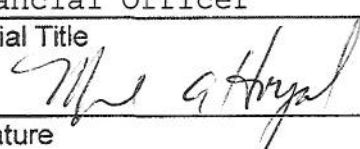
Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

AppleOne Employment Services
Proposer Name

Chief Financial Officer
Proposer Official Title


Official's Signature

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____


MICHAEL A. HOYAL
C.F.O.

Date: _____

9/18/08

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 established the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County Department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (Print name as shown in bid or proposal) Michael A. Hoyal,
hereby submit this certification to the (County department)
Board of Supervisors, pursuant to the provisions of County Code
Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or
proposal) AppleOne Employment Services, an independently-owned or franchiser-owned
business (circle one), located at (contractor or, if an association, associated member address),
990 Knox Street
Torrance, CA 90502, is in compliance with Los Angeles County's Child Support Compliance
Program and has met the following requirements:

1) Submitted a complete Principal Owner Information form to the District Attorney Bureau of Family Support Operations;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653 a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

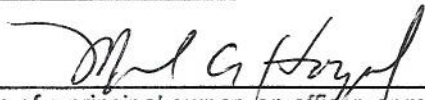
I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

EXECUTED THIS 18th DAY OF SEPTEMBER 2008

(Month and Year)

at: Glendale, California Telephone No. _____

by:



MICHAEL A. HOYAL

C.F.O.

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: District Attorney Bureau of Family Support Operations
Special Projects
P.O Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 890-9741

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

☒ YES (subject to verification by County) ☐ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☒ YES ☐ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☒ YES ☐ NO ☐ N/A (Program not available)

Proposer Organization: AppleOne Employment Services

Signature: 

Print Name: Michael A. Hoyal

Title: Chief Financial Officers

Date: 9/18/08

Tel.#: (800) 872-2677

Fax #: (818) 240-9958

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: AppleOne Employment Services		
Company Address: 327 West Broadway		
City: Glendale	State: California	Zip Code: 91204
Telephone Number: (800) 872-2677		
Solicitation For <u>Staffing</u> Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

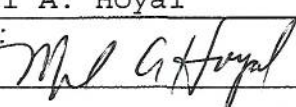
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Michael A. Hoyal	Title: Chief Financial Officer
Signature: 	Date: 9/18/08

TEMPORARY SERVICES AGREEMENT

COUNTY OF LOS ANGELES EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS TEMPORARY PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of April, 2009 by and between the County of Los Angeles (hereinafter "County") and Good People Employment Services (hereinafter "Contractor") for the provision of temporary personnel services.

RECITALS

WHEREAS, the County is authorized to enter into contracts necessary for the exercise of its powers under California Government Code section 31000.4; and

WHEREAS, the County is in need of temporary personnel services on a part-time and intermittent basis to perform specific functions for the Board of Supervisors and other County departments; and

WHEREAS, the Contractor is in the business of, and is qualified and willing to provide temporary personnel services to the County from time to time, as determined by the County, and has been selected to do so through a solicitation process; and

WHEREAS, in the judgment of the County, this Agreement is necessary to meet its need for such temporary personnel services.

NOW THEREFORE, in consideration of the foregoing, all of which are incorporated as a part of this Agreement, and the mutual covenants of the parties as set forth below, the parties hereto further agree as follows throughout and hereinafter:

SECTION 1. APPLICABLE DOCUMENTS. (a) This base document, along with Exhibits A (Standard Terms and Conditions), B (Statement of Work), C (Hourly Billing Rates), D (Contractor's EEOC Certification), E (Certification of No Conflict of Interest), F (County Lobbyist Ordinance Certification), G (Child Support Compliance Program Certification), H (GAIN/GROW Participation Certification) and I (Contractor Employee Jury Service Certification), attached hereto and incorporated herein by this reference, collectively form, and are throughout and hereinafter referred to as, the "Agreement."

(b) In the event of any conflict and/or inconsistency in the definition and/or interpretation of any word, responsibility, schedule, and/or the contents and/or description of any deliverable, service, and/or other work, and/or otherwise, between and/or among this three (3) page base document and/or the Exhibits and their attachments, such conflict and/or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following descending priority:

- (1) Exhibit A – Standard Terms and Conditions
- (2) Exhibit B – Statement of Work
- (3) Exhibit C – Hourly Billing Rates

SECTION 2. ADMINISTRATION OF AGREEMENT. (a) The Contract Administrator identified herein shall be responsible for the administration of this Agreement on behalf of the County:

**Sachi A. Hamai
Executive Officer
383 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012**

(b) Contractor's Operational Manager for the Agreement shall be the following person:

**Debby Munoz
Vice President
9636 Tierra Grande St., #104
San Diego, CA 92126**

SECTION 3. CONTRACTOR RESPONSIBILITIES. (a) The Contractor shall be required to render and provide on an as-needed basis, services in the manner and form described in this Agreement and as more specifically set forth in Exhibit B (Statement of Work).

(b) Contractor agrees that should work be performed outside of that specifically requested and authorized by the County or outside the scope of the Statement of Work (Exhibit B), without the prior written approval of the County in accordance with this Agreement, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim(s) with respect to such work against the County.

(c) Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to the highest professional standards.

SECTION 4. COUNTY OBLIGATIONS. (a) County may periodically and from time to time, authorize Contractor to assign its employees and otherwise perform identified temporary personnel services on an as-needed basis. Said authorization shall be in writing.

(b) To the extent Contractor satisfactorily performs services hereunder, the County agrees to pay the Contractor for provision of services identified in the Agreement in accordance with relevant hourly rates and invoicing procedures set forth herein. Payment of such amount(s) shall constitute full and complete payment for services rendered hereunder.

SECTION 5. PAYMENT FOR SERVICES. Contractor shall be compensated for services satisfactorily rendered under this Agreement in accordance with the provisions set forth in § 300 (Invoices and Payments) of Exhibit A (Standard Terms and Conditions and provisions set forth in Statements of Work) of Exhibit B and (Hourly Billing Rates) of Exhibit C. Except as otherwise expressly provided in writing by the County, hourly billing rates set forth in Exhibit C shall remain in effect for the term of this Agreement, including any extension thereof.

SECTION 6. TERM. This Agreement shall commence on April 15, 2009 and shall terminate at the close of business on April 14, 2012. Thereafter, the Executive Officer may, in her discretion, renew this Agreement for two (2) additional one-year terms, or any part of a year.

SECTION 7. NO GUARANTY OF WORK. (a) This Agreement is intended to provide the County with temporary personnel services on an as-needed basis. As such, the County does not promise, guaranty or warrant that it will utilize any particular level of Contractor services, or any services at all during the term of this Agreement. The determination as to the need for such services or the selection of a particular contractor to be used for provision of such services, shall rest solely within the discretion of the Executive Officer.

(b) The Contractor understands that the County may enter into similar contracts with other temporary personnel service providers for provision of as-needed services, and that the County is not required to assign any percentage or minimum level of such services to the Contractor. The Executive Officer may, in her sole discretion, obtain any or all such services from one or more service providers having duly executed a temporary personnel services agreement with the County.

IN WITNESS WHEREOF, the County of Los Angeles and the Contractor have caused this Agreement to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: *Don Krake*

Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai,
Executive Officer-Clerk of
the Board of Supervisors

By: *Deputy*

Deputy APR 08 2009



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *Deputy*

Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: *Raymond G. Fortner, Jr.*

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Good People Employment Services

By: *Deputy*

Title: *Vice President*

Date: *4/7/09*

19

MAR 31 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

STANDARD TERMS AND CONDITIONS

**COUNTY OF LOS ANGELES
EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS
TEMPORARY PERSONNEL SERVICES AGREEMENT**

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STANDARD TERMS AND CONDITIONS

COUNTY OF LOS ANGELES EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS TEMPORARY PERSONNEL SERVICES AGREEMENT

§ 100. **DEFINITIONS.** For purposes of the Agreement, including all Exhibits thereto, the following definitions shall govern its interpretation:

§ 101. **"Agreement"** shall mean the agreement by and between the County of Los Angeles and the Contractor, which agreement shall include the three (3) page primary or base document and all exhibits and/or documents referenced therein.

§ 102. **"Board of Supervisors"** or **"Board"** shall mean the Board of Supervisors of the County of Los Angeles.

§ 103. **"Chief Executive Officer"** or **"CEO"** shall mean the Chief Executive Officer of the County of Los Angeles, or his authorized designated representative.

§ 104. **"Contract Administrator"** shall mean the Executive Officer or other person designated by the Executive Officer, which person shall have authority to act for the County on contractual and administrative matters relating to the Agreement.

§ 105. **"County"** shall mean the County of Los Angeles.

§ 106. **"Executive Officer-Clerk of the Board of Supervisors"** or **"Executive Officer"** shall mean the Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles or her designated representative.

§ 107. **"Hourly Billing Rates"** shall mean those rates set forth in Exhibit C of this Agreement. If expressly provided in the base document, the Hourly Billing Rates may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment; provided, however, any increase shall not exceed the general salary movement granted to County employees as determined by the CEO as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustment will be granted.

§ 108. **"Operational Manager"** shall mean the person designated by the Contractor to administer the Agreement on behalf of the Contractor and who shall be responsible for the Contractor's performance and ensuring Contractor's compliance with the Agreement.

§ 109. **"Services"** shall mean the services identified in the primary or base document of this Agreement, or as more specifically set forth in Exhibit B of this Agreement.

§ 110. "State" shall mean the State of California.

§ 200. **ASSURANCES/CERTIFICATIONS.** The Contractor provides the following assurances and certifications (with required written certifications included in relevant exhibits to this Agreement), and agrees to the following terms:

§ 201. **Compliance with Laws.** (a) Contractor shall comply with all applicable federal, State, and local laws, rules, regulations and ordinances, and directives, and all provisions required are thereby included in this Agreement, are hereby incorporated by reference.

(b) Contractor agrees to indemnify, defend, and hold the County harmless from and against any and all liability, violation on the part of Contractor, its agents, officers, subcontractors, and employees of any such laws, rules, regulations, ordinances or directives.

§ 202. **Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights.** (a) Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

(b) Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

(c) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(d) Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation in compliance with all applicable federal and State anti-discrimination laws and regulations.

(e) Contractor certifies that it is in compliance with all federal, State, and local laws, including, but not limited to:

1. Title VI, Civil Rights Act of 1964;
2. Section 504, Rehabilitation Act of 1973;
3. Age Discrimination Act of 1975;
4. Title IX, Education Amendments of 1973, as applicable; and
5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B; and

(f) Contractor certifies that it shall subject no person, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, physical-handicap, marital status, or political affiliation to discrimination as to any privileges or uses granted by this Agreement or under any project, program or activity supported by this Agreement.

(g) Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this § 202 when so requested by County.

(h) If any provision of this § 202 is violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

(i) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Thousand Dollars (\$5,000.00) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

§ 203. Certification of Requisite Skills. (a) Contractor represents and warrants to the County, and County will rely on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement.

(b) The County shall have the right to require any Contractor employee assigned to perform under this Agreement to take the standard County examination to determine that employee's skills. In the event Contractor's personnel do not meet the minimum requirements, the Contractor shall immediately replace said personnel with personnel possessing the required skills and the County shall not be charged for the services of the person replaced.

(c) All Contractor personnel performing services under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor's personnel passes or fails the background clearance investigation.

(d) The County Contract Administrator may, at his or her sole discretion, direct the Contractor to replace any of the individuals the Contractor has provided to render Services under the terms of this Agreement.

§ 204. Wage and Hour Laws. Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act (FLSA) and shall indemnify, defend and hold harmless County, its agents, officers and employees from any and all liability including but not limited to, wages overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the FLSA for services performed by Contractor's employees for which County may be found jointly or solely liable.

§ 205. Safety and Working Conditions. (a) Contractor shall comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 *et seq.*) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Contractor assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

(b) Consistent with this **§ 205**, Contractor agrees that it shall comply with section 3203 of title 8 in the California Code of Regulations which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

(c) In addition to other requirements set forth herein, Contractor certifies that it shall, at its own expense, provide its employees all necessary general and specific training with respect to safety and working conditions and provide its employees with all required personal protective equipment necessary to perform services under this Agreement.

§ 206. Employment Eligibility Verification. (a) Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all employees performing services under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations.

(b) Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

(c) Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from and against any employer sanctions and other liability which may be assessed against the Contractor or County, or both, in connection with any alleged violations of any federal statutes and/or regulations pertaining to the eligibility for employment of any persons performing services hereunder.

§ 207. Conflict of Interest/Contracts Prohibited. (a) No County employee whose position with the County enables such employee to influence the award or conduct of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee nor any individual possessing any direct or indirect financial interest in Contractor, may in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to influence the County's approval or ongoing evaluation of such work.

(b) Contractor certifies that it is aware of the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting with Current or Former County Employees," and that Contractor's execution of this Agreement does not violate those provisions. (Exhibit E, "Certification of No Conflict of Interest".)

(c) The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this **§ 207** shall be a material breach of this Agreement.

§ 208. Lobbying. Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. (Exhibit F, County Lobbyist Ordinance Certification.) Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may, in its sole discretion, immediately terminate or suspend this Agreement.

§ 209. Covenant Against Contingent Fees. (a) Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

(b) For breach of this warranty, County shall have the right to terminate this Agreement, and in its sole discretion, deduct or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from any deliverable price or other consideration payable.

§ 210. County Layoffs. (a) Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

(b) Employment offers to qualified County employees shall be under the same conditions and rate of compensation that apply to other individuals who are employed or may be employed by Contractor.

(c) Contractor shall maintain records of each employment offer made to qualified County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

§ 211. GAIN/GROW Program Participants. (a) Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. (See, Exhibit H, GAIN/GROW Participation Certification.) Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

(b) In the event that both laid off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority in accordance with § 210.

§ 212. Prohibition Against Inducement or Persuasion. Notwithstanding § 210 and § 211 herein, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement or civil service process.

§ 213. Warranty of Adherence to County's Child Support Compliance Program.

(a) Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

(b) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). (See, Exhibit G, Child Support Compliance Program Certification.)

§ 214. Notice to Employees Regarding Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached to this Exhibit A of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

§ 215. Debarment and Suspension. (a) **Responsible Contractor.** The Contractor certifies that it has not been subject to debarment and/or suspension under any federal (29CFR Part 98), State or local program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Agreement by the Contractor.

(b) A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Contractor (as a contractor) is hereby notified that, in accordance with Chapter 2.202 of the County Code, as may be amended from time to time, if the County acquires information concerning the performance of Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County agreements for a specified period of time, and terminate any or all existing agreements the Contractor may have with the County. Notwithstanding any provision in this § 215 to the contrary, the parties agree that debarment proceedings shall be governed by provisions of Chapter 2.202 of the County Code.

(d) **Non-Responsible Contractor.** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform an agreement with the County or any other public entity or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Executive Officer will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will inform the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors of Contractor.** These terms shall also apply to subcontractors of County contractors.

§ 216. Notification of Federal Earned Income Credit. Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 217. Employee Jury Duty Service Program. (a) Jury Service Program. This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. (Exhibit I, "Contractor Employee Jury Service Certification.")

(b) **Written Employee Jury Service Policy.** (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this § 217, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary service of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this § 217. The provisions of this § 217 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for any exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for any exception to the Program.

(4) Contractor's violation of this § 217 may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor for the award of future County agreements for a period of time consistent with the seriousness of the breach.

§ 218. Authorization Warranty. (a) Contractor warrants and represents that the person(s) executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

(b) Contractor warrants that any person(s) executing this and/or any amendment to this Agreement pursuant to § 801 (Contract Modifications/Amendments) for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.

§ 219. Protection Against Fraud and Abuse. The Contractor (including its employees and agents), in performing all obligations under the terms of this Agreement, assures that it will perform services in a manner which safeguards against fraud and abuse. The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Contractor, its officers, employees and agents of this section.

§ 300. INVOICES AND PAYMENTS.

§ 301. Submission of Invoice. (a) Contractor shall invoice the County for services performed under the terms of this Agreement at the rates set forth in Exhibit C (Hourly Billing Rates), monthly, by delivering a written invoice to the County Contract Administrator by the 15th of the month following the performance of the invoiced services. The form and content of such invoice shall be in accordance with instructions provided by the Contract Administrator to the Contractor.

(b) Invoices, and supporting documentation shall be delivered to the County Contract Administrator, c/o Executive Officer-Clerk of the Board of Supervisors, County of Los Angeles, Room 374, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012.

§ 302. Contractor Account Analysis. (a) The County Contract Administrator shall review submitted invoices and may, in his or her discretion, approve or deny all or any part of such invoice. The County Contract Administrator shall furnish a written statement of reasons for such denial to the Contractor.

(b) Contractor shall review all disputed/denied charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of County Contract Administrator's written report. If Contractor does not submit written justification within such thirty (30) calendar day period, Contractor shall be deemed to have agreed with County Contract Administrator's written report and the County shall not be responsible for payment of such disputed/denied charges. Disputed items on any invoice or statement shall not be paid unless and until resolved to the mutual satisfaction of the County Contract Administrator and the Contractor.

§ 303. Payment. The County agrees to pay those portions of such invoices approved for payment by the County Contract Administrator.

§ 304. Invoice Subject to Audit. All invoices submitted by the Contractor pursuant to this Agreement are subject to auditing requirements for the County Auditor-Controller.

§ 400. INDEPENDENT STATUS.

§ 401. Independent Contractor. (a) This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

(b) Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to the Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

(c) Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for all purposes, and in particular, for purposes of workers' compensation liability, solely employees of the Contractor and not of the County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person for injuries arising from or connected with compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor hereunder.

§ 402. No Right to Bind County. As an independent contractor, Contractor has no power or authority to bind the County to any obligations, agreements, or contracts.

§ 500. INDEMNIFICATION AND INSURANCE.

§ 501. Indemnification. Notwithstanding any provision of this Agreement to the contrary, either expressing or by implication, Contractor agrees to indemnify, defend and hold harmless County, and County's special districts, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to any losses, damages, fees, (including attorney and expert witness fees), costs, and/or expenses arising from or connected with Contractor's acts and/or omission(s) arising from and/or relating to this Agreement, including, without limitation, claims for bodily injury, death, personal injury or payment damage.

§ 502. Insurance. Without limiting Contractor's indemnification and defense of County, Contractor shall provide and maintain at its own expense during the term of this Agreement, the following programs of insurance covering its operations hereunder. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and shall be secured through a carrier satisfactory to the County.

(a) **General/Auto Liability.** Such policy of insurance shall include, but not be limited to, comprehensive general liability and comprehensive auto liability (if any of the individuals that the Contractor has provided is required to drive in the course of this contract), with a combined single limit or not less than \$1,000,000.00 per occurrence. Such insurance shall be primary to any other insurance.

(b) **Workers Compensation and Employers' Liability.** Insurance providing workers compensation benefits, as required by the California Labor Code, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker's Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

§ 503. Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the County Contract Administrator, c/o Executive Officer-Clerk of the Board of Supervisors, County of Los Angeles, Room 374, Kenneth Hahn Hall of Administration, 500 W. Temple Street, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverage's required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County, its special districts, its officials, (elected and appointed), officers and employees as insurers for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State.

§ 504. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A.M. best rating of not less than A:VII, unless otherwise approved by the County.

§ 505. Failure to Procure or Maintain Insurance. Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

§ 506. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Administrator.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

§ 507. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 508. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Providing evidence of insurance covering the activities of sub-contractors, or

(b) Providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.

§ 509. Self-Insurance. Notwithstanding § 502, the County agrees that Contractor may, upon written approval of County, provide for self-insurance with respect to any coverage set forth under paragraphs (a) and (b) of § 502, provided that Contractor shall provide evidence that is satisfactory to the County Risk Manager for any self-insurance programs elected.

§ 600. AUDITS/RECORDS/REPORTS/PUBLICITY.

§ 601. Records. (a) Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by Contractor to the County.

§ 602. Inspection/Monitoring. (a) Contractor hereby agrees to cooperate with the Executive Officer, County, the County Auditor-Controller and any appropriate State or federal representative, in the review and monitoring of Contractor's services, records and procedures at any reasonable time.

(b) Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal business hours. Such material, including all pertinent cost accounting, financial records and proprietary data shall be kept and maintained by Contractor according to Contractor's record retention schedule, but in no event less than five (5) years from creation of such records, unless the County's written permission is given to dispose of such material prior to the end of such periods as defined in the Contractor's record retention schedule. In the event the County wishes to exercise its rights under this § 602, County shall provide Contractor with at least twenty-four (24) hours advance written notice.

§ 603. Audits. If, at any time during the term of this Agreement, or at any time, but in no event later than two (2) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County dollar liability for such service is less than payments made by the County to the Contractor, then the Contractor agrees that the difference plus interest shall, at the County's option, be either: (1) repaid forthwith by Contractor to the County by cash payment, or (2) credited against any future payments hereunder to Contractor. Interest will be calculated and compounded for each day the actual overcharge existed. The interest rate shall be the daily Federal Fund rate in effect during the period the overcharge occurred. In the event such an audit is conducted, the County shall have access to the Contractor's records in accordance with this **§ 603**.

§ 604. Confidentiality. (a) Contractor shall maintain the confidentiality of all records obtained from County under this Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

(b) Contractor and Contractor's employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons whose names or identifying information become available or are disclosed to Contractor, Contractor's employees, agents or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying such person. Contractor, Contractor's employees, agents or subcontractors shall not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement and shall promptly transmit to County all requests for disclosure of such identifying information.

(c) Contractor shall inform all of its officers, employees, agents, and subcontractors, providing Services hereunder of the confidentiality provisions of this Agreement.

§ 700. TERMINATION/CANCELLATION OF SERVICES.

§ 701. Termination for Default. (a) Subject to the terms outlined herein, the County may, by written Notice of Default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform any of the authorized services as specified in Exhibit B (Statements of Work) of this Agreement that are within the time specified by the Executive Officer or any extension approved by Executive Officer; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

(b) Contractor shall have three (3) working days from the date of a Notice of Default in which to cure the default(s); however in its sole discretion, Executive Officer may extend this period or authorize a longer period for cure. Any such extension or authorization shall be in writing and signed by the Executive Officer. Executive Officer, in her sole discretion, shall determine if the default is cured.

(c) Payment for services received prior to termination will be determined in accordance with paragraph (c) of § 703 (Termination for Convenience).

(d) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates this Agreement in whole or in part for Contractor's default, the County may procure, upon such terms and in such manner as the County may deem appropriate, replacement services and Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by Executive Officer in her sole discretion. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this § 701.

(e) (1) Contractor shall not be liable for failure to perform under this Agreement if that failure arises from causes beyond the control and without the fault and negligence of Contractor, as determined by the Executive Officer. Such causes may include, but are not restricted to:

(A) Acts of nature (e.g., fires, floods, earthquakes, unusually severe weather, epidemics);

(B) Acts of the public enemy;

(C) Acts of County in either its sovereign or contractual capacity;

(D) Acts of the federal or State government in its sovereign capacity; quarantine restrictions, strikes, and freight embargoes; but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor.

(2) If the failure to perform is caused by the default of a subcontractor(s), and if such default arises out of causes beyond the control of both the Contractor and subcontractor(s), and without the negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

(3) In the event the Contractor performance is excused in accordance with this subparagraph (e), and the services are not provided, the Contractor agrees to reimburse the County any amounts previously paid by the County; excluding extraordinary costs and expenses incurred by the Contractor as a direct result of instructions from the County; provided, however, that such costs and expenses have been approved by the Executive Officer and/or the Contractor Administrator in their sole discretion.

(f) If it is determined that Contractor was not in default under the provision of this Agreement, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued under § 703 (Termination for Convenience).

(g) The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

§ 702. Default for Insolvency. (a) County may cancel this Agreement forthwith for default in the event of the occurrence of any of the following:

(1) Insolvency of the Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of Bankruptcy or not, and whether insolvent within the meaning of the federal Bankruptcy Law or not.

- (2) Filing of a voluntary petition to have the Contractor declared bankrupt.
- (3) Appointment of a Receiver or Trustee for Contractor.
- (4) Execution by Contractor of an assignment for the benefit of creditors.

(b) The rights and remedies of County provided in this § 702 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

§ 703. Termination for Convenience. (a) This Agreement may be terminated in whole or in part by Executive Officer when such action is deemed by the Executive Officer to be in the County's best interest. Termination of this Agreement shall be effected by delivery to Contractor of a thirty (30) calendar day prior written Notice of Termination specifying the date upon which such termination becomes effective, unless a shorter/longer notice is required pursuant to the provisions of the Statement of Work (Exhibit B), in which event the shorter/longer notice shall be given.

(b) This Agreement may be terminated in whole or in part by Contractor without cause. Termination of the Agreement shall be effected by delivery to the Executive Officer or County Contract Administrator of a one-hundred eighty (180) calendar day prior written Notice of Termination specifying the date upon which such termination becomes effective, unless a shorter/longer notice is required pursuant to the provisions of the Statement of Work (Exhibit B), in which event the shorter/longer notice shall be given.

(c) After receipt by either party of a Notice of Termination, Contractor shall submit to the Executive Officer or County Contract Administrator, in the form and with the certifications as may be prescribed by the Executive Officer, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, the Executive Officer shall pay Contractor the amount so determined.

§ 704. Termination for Improper Consideration. (a) The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

(b) Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the Executive Officer manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

§ 705. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in § 213 (Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the County District Attorney or Department of Child Support Services shall be grounds upon which the County may terminate this Agreement pursuant to § 701 (Termination for Default).

§ 706. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 703 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 707. Action Upon Termination. After receipt of a Notice of Termination pursuant to the terms of this Agreement, and except as otherwise directed by the County, the Contractor shall:

- (a) Incur no new or additional obligations in connection with the terminated work, and on the date set in the Notice of Termination, the Contractor shall stop work to the extent specified.
- (b) Take all reasonable steps to minimize costs allocable to the work terminated by the notice.
- (c) Terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work.
- (d) Complete performance of such part of the work that shall not have been terminated by the Notice of Termination.

§ 708. No Payment for Services Provided Following Expiration/Termination of Agreement. Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to County. Payment by the County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

§ 800. GENERAL PROVISIONS.

§ 801. Contract Modifications/Amendments. Contractor and County may mutually agree to add services, add users to existing services, change any portion of the services, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in writing, signed by both parties.

§ 802. Assignments/Delegation (a) Contractor shall not assign any of its rights and/or delegate any of its duties under this Agreement, either in whole or in part, without the prior express written consent of the County in its sole and absolute discretion. Any unapproved assignment and/or delegation shall be null and void. Any payments by County to any unapproved delegate or assignee on any claim under this Agreement shall be subject to setoff, recoupment, or other reduction for any claim, which Contractor may have against County.

(b) If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, such action shall be null and void and may result in the termination of this Agreement.

§ 803. Subcontracting (a) In entering into this Agreement, the County has relied on the reputation, and upon obtaining the performance, of Contractor itself. Therefore, Contractor shall not delegate its duties, assign its rights or subcontract this Agreement, or any portion thereof, without the prior written consent of the Executive Officer. Any attempt of Contractor to subcontract without such consent shall be null and void, and constitutes a material breach of this Agreement.

(b) If Contractor desires to subcontract any portion of its performance, obligations, and/or responsibilities under this Agreement, Contractor shall make a written request to County for written approval, which shall include: (1) the reason(s) for the proposed subcontract, (2) a detailed description of the work to be performed by the proposed subcontractor (3) identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, (4) a draft copy of the proposed subcontract, which must contain, at a minimum, all provisions of a County approved subcontract (subcontract provisions will be supplied by County upon request), (5) unless otherwise determined unnecessary by the County, copies of Certificates of Insurance and/or other evidence of coverage from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by **§ 500** (Indemnification and Insurance), and (6) any other information and/or certification required by County.

(c) Contractor shall indemnify, defend, and hold harmless County with respect to any liability resulting from the act(s) and/or omission(s) of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

(d) Contractor shall remain fully responsible for all performances required of it under this Agreement, including those, which Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

(e) Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officer, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

(f) (1) Contractor shall deliver to the County Contract Administrator a fully executed copy of each subcontract entered into by Contractor before any work may be performed under such subcontract.

(2) Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required on Contractor under **§ 500** (Indemnification and Insurance) from each approved subcontractor and deliver same to County Contract Administrator before any subcontractor may perform any work hereunder.

§ 804. Recycled Bond Paper. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste disposal at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in providing services.

§ 805. Survival. In addition to provisions expressly providing for survival, the following provisions of this Agreement shall survive its expiration or termination for any reason: **§ 201** (Compliance with Laws), **§ 204** (Wage and Hour Laws), **§ 500** (Indemnification and Insurance), **§ 600** (Audits/Records/Reports), **§ 803** (Subcontracting), and **§ 814** (Governing Law).

§ 806. Notices. (a) Any and all notices and/or demands required and/or permitted to be given and/or made under this Agreement shall be in writing, and shall be delivered (1) by personal service with signed receipt, or (2) mailed by first class registered or certified mail return receipt requested (throughout and hereinafter, Notice), and shall be deemed communicated as of the date of delivery/mailling.

(b) Executive Officer shall have authority to issue all notices or demands required or permitted by the County under this Agreement.

(c) The County Contract Administrator shall be the County representative to whom the Contractor shall forward all notices, documents, reports, and records as required in this Agreement. Notices to the County shall be addressed to the County to the attention of the County Contract Administrator at the address contained in Section 2 (Administration of Agreement) of the base/primary document.

(d) The Contractor Operations Manager shall be the Contractor representative to whom the County shall forward all notices as required in this Agreement. Notices to the Contractor shall be addressed to the Contractor to the attention of the Contractor Operations Manager at the address contained in Section 2 (Administration of Agreement) of the base/primary document.

(e) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this **§ 806**, within five (5) working days of said change.

§ 807. Notice of Delays. Except as otherwise provided in this Agreement, when either the Executive Officer or Contractor has knowledge that any situation is delaying or threatens to delay the timely performance of this Agreement, such party shall provide immediate telephonic notification thereof, including all relevant information with respect thereto, to the other party to this Agreement. Contractor shall provide written notification of the delay within one (1) business day of the telephonic notification.

§ 808. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement in whole or in part or impose other penalties as specified in the Agreement.

§ 809. Most Favored Public Entity. If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to any public entity, including but not limited to the State, any county, municipality or district, at prices below those set forth in this Agreement, then such lower prices shall be immediately and retroactively extended to County.

§ 810. Waivers. (a) No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

(b) No delay, failure, or omission of the County to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

(c) Waivers of the provisions of this Agreement shall be in writing and signed by the Executive Officer and/or the Contractor, as applicable.

(d) The rights and remedies set forth in this § 810 shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

§ 811. Nonexclusivity. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

§ 812. Endorsements/Publicity. Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and related clients, County shall not inhibit Contractor from publishing its role under this Agreement with the following conditions:

(a) Contractor shall develop all publicity material in a professional manner.

(b) During the course of performance of this Agreement, Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of County without the prior written consent of the County.

(c) Contractor may, without prior written permission of the County indicate in its bids, proposals, and sales materials that it has been awarded this Agreement to provide services, provided, however, that the requirements of this § 812, shall apply.

(d) The Contractor shall not, in any manner, advertise, publish or represent that the County endorses the services herein provided without the prior written consent of the Executive Officer. Any published document, opinion or article referencing the County must have prior written consent of the Executive Officer.

§ 813. Validity. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, unless the essential purposes of this Agreement would be materially impaired thereby.

§ 814. Governing Law. This Agreement shall be governed and construed in accordance with the substantial and procedural laws of the State. Contractor agrees and consents to the exclusive jurisdiction of the Courts of the State for all purposes regarding this Agreement, and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

§ 815. Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

§ 816. Entire Agreement. This Agreement constitutes the complete and exclusive agreement between the parties, and supersedes any and all previous and contemporaneous agreements, whether written or oral, and any and all communications between the parties, relating to the subject matter of this Agreement. County reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed writings, as provided under **§ 801** (Contract Modifications/Amendments).

§ 817. Captions. Caption, section, and subsection headings used in this Agreement are for convenience only, are not part of the terms and conditions of this Agreement, and shall not be used in interpreting any provision.

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STATEMENT OF WORK**1. INTRODUCTION**

The Executive Office of the Board of Supervisors of the County of Los Angeles has for many years administered contracts with various temporary employment agencies to provide as-needed personnel to this department as well as other County departments.

The six (6) principal job classifications needed are account clerks, administrative analysts, receptionist/typists, senior typist clerks, secretaries and material handlers. Other job classifications could be required from time-to-time in 1) higher level job classifications with duties comparable to those in the principal job classifications and 2) job classifications in other occupational categories.

Our needs for temporary services will not exceed 90 working days for any single peak load, emergency or temporary absence which require temporary services. Approximately 60 - 70 temporaries could be working on any given day. It is helpful if the selected Proposer/Proposers are able to fill requests to staff areas other than downtown Los Angeles, such as Lancaster.

2. MINIMUM EXPERIENCE & SKILL REQUIREMENTS

Listed below are the minimum qualifications for each of the six (6) principal job classifications to base your hourly bill rate upon:

Account Clerk

- One year's clerical experience in bookkeeping.
- Demonstrated skill in maintaining a double entry accounting system.
- Knowledge of accounts receivable, payable, and bank reconciliation principals.
- Demonstrated skill in using a ten key calculator by touch.

Administrative Analyst

- Three year's experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, budget, or human resources to management.
- The ability to analyze, interpret, and present complex data to management orally or in writing.
- Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that include such things as recommendations and comprehensive reports to management.

Receptionist/Typist

- One year's office clerical and skilled typing experience.
- Answers telephones, in most cases 5 - 6 lines, and requires high accuracy in taking written messages.
- Answers routine inquiries and gives information to the public and/or other clients.
- Ability to type 25-40 wpm.
- Knowledge and skill in the use of word processing software such as Microsoft Word 2003 or Word Perfect Corel 8.0.
- Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus.
- Proficient in the use of a fax machine, photocopy machine and calculator.
- Opens, sorts, time stamps and routes incoming mail.

Senior Typist Clerk

- Three year's office clerical experience, one year of which must have been in a specialized or supervisory capacity.
- Ability to type 40 wpm.
- Knowledge and skill in the use of word processing software such as Microsoft Word 2003 or Word Perfect Corel 8.0.
- Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus.
- Proficient in the use of computer to input data, a fax machine, photocopy machine, and calculator.

Secretary

- Two year's secretarial experience.
- Ability to type 40 w.p.m.
- Knowledge of at least two of the following software applications:
 - ✓ Microsoft Software (Access, Outlook, Power Point, and Word)
 - ✓ WordPerfect 7.0 , Word Perfect Corel 8.0, Lotus Smart Suite
 - ✓ Microsoft Excel
 - ✓ Windows 2003
- Ability to use Microsoft Outlook to e-mail, prepare calendars, and schedule appointments, and arrange conferences and meetings.
- Skill in screening office and telephone callers.
- Ability to organize thoughts and exceptional grammar skill to compose and prepare memos, notices, and bulletins.
- Ability to take written minutes and fast notes when required to attend and record meeting activities.

Materials Handler

- Experience in loading, unloading, and moving materials within or near work site.
- Determines department inventory levels, usage trends, maintenance of reorder levels, and monitors performance of shipping and receiving, and performance on materials transactions.

3. PROPOSER'S EMPLOYEES

The Proposer is responsible for providing training, and supervising the personnel assigned to perform services under any resultant contract. All personnel assigned by the Proposer to perform these services shall at all times be employees of the Proposer and the Proposer shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Proposer shall be removed from the performance of requested services immediately upon the written or oral request of the County Contract Administrator.

Proposer will be solely responsible for providing to its employees all legally required employee benefits and County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Proposer. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the County Auditor-Controller.

The personnel provided by the Proposer shall at a minimum, in addition to the experience and knowledge, skill and/or ability requirements of the position, possess the following:

- The ability to work in a complex, fast-paced, confidential and high-pressured working environment in carrying out multi-tasked assignments.
- The ability and skill to fluently read, write, speak and understand English.
- The ability to communicate effectively using good judgment and discretion when required to orally express ideas, provide feedback, report statuses, interpret and explain a variety of data, and when defending his/her position in the presentation of data.
- Present a neat, businesslike appearance and behave in a professional manner with peers, the public, and/or all levels of personnel with whom the assignment will place the individual in contact.
- The ability to handle sensitive materials and perform confidential duties, including refraining from communicating confidential data and/or materials to those who do not have a business need to know.
- Bilingual skill and ability to speak, read, and write in languages such as Spanish, Asian languages, etc., when requested.
- Possess a California Driver's License and be able to satisfy a California Department of Motor Vehicles (DMV) background check, upon request by the Executive Office, prior to placement into the assignment for those positions whose duties require the individual to operate a vehicle.

- Be able to satisfy and pass a criminal background check, upon request by the Executive Office, for those positions deemed sensitive prior to placement into the assignment. Background check results should be completed at least five business days before the individual is placed into the assignment. The cost of background checks is the responsibility of the Proposer.

The County Contract Administrator may, at his or her sole discretion, direct the Proposer to replace any of the individuals the Proposer has provided.

Job Descriptions and Minimum Requirements	Hourly Bill Rate
Account Clerk One year's clerical experience in bookkeeping. Demonstrated skill in maintaining a double entry accounting system. Knowledge of accounts receivable, payable, and bank reconciliation	\$15.52
Administrative Analyst Three year's experience in staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, programs, budget, or human resources to management. The ability to analyze, interpret, and present complex data to management orally, or in writing. Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that include such things as recommendations and comprehensive reports to management.	\$19.58
Receptionist/Typist One Year's office clerical and skilled typing experience. Answers telephones, in most cases 5-6 lines, and requires high accuracy in taking written messages. Answers routine inquiries and gives information to the public and/or other clients. Ability to type 25-40 wpm. Knowledge and skill in the use of word processing software such as Microsoft Word or Word Perfect Corel 8.0. Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus.	\$14.18
Senior Typist Clerk Three year's office clerical experience, one year of which must have been in a specialized or supervisory capacity. Ability to type 40 wpm. Knowledge and skill in the use of word processing software such as Microsoft Word 2003 or Word Perfect Corel 8.0. Knowledge and skill in the use of spreadsheet software such as Microsoft Excel 2003 or Lotus. Proficient in the use of computer to input data, a fax machine, photocopy machine, and calculator.	\$16.88
Secretary Two year's secretarial experience. Ability to type 40 w.p.m. Knowledge of at least two of the following software applications: Microsoft Software (Access, Outlook, Power Point, and Word), WordPerfect 7.0 , Word Perfect Corel 8.0, Lotus Smart Suite, Microsoft Excel, Windows 2003. Ability to use Microsoft Outlook to e-mail, prepare calendars, and schedule appointments, and arrange conferences and meetings. Skill in screening office and telephone callers. Ability to organize thoughts and exceptional grammar skill to compose and prepare memos, notices, and bulletins. Ability to take written minutes and fast notes when required to attend and record	\$18.22



employment services

Additional Classification Used For**OTHER CLIENTS***(Rates apply to LA County Board of Supervisors Only)*

Classification	Hourly Rate
Accounting Clerk I	\$15.52
Performs very simple and routine accounting clerical operations, for example, recognizing and comparing easily identified numbers and codes on similar and repetitive accounting documents, verifying mathematical accuracy, and identifying discrepancies and bringing them to the supervisor's attention. Supervisor gives clear and detailed instructions for specific assignments. Employee refers to supervisor all matters not covered by instructions. Work is closely controlled and reviewed in detail for accuracy, adequacy, and adherence to instructions.	
Administrative Assistant	\$19.58
In addition to secretarial duties (filing, taking phone calls, scheduling appointments, making travel arrangements), this position will provide administrative support to executive staff with office management responsibilities to include budgeting, personnel records and payroll. The Administrative Assistant may be required to work independently on projects requiring research and preparation of briefing charts and other presentation materials.	
Driver	
Drives automobile or light truck to deliver messages, documents, packages and mail to various business concerns or governmental agencies. May transport office personnel and visitors, and perform miscellaneous errands, such as carrying mail to and from the post office and sorting or opening incoming and outgoing mail. May obtain receipts for articles delivered and keep a log of items received and delivered. May deliver items to offices and departments within an establishment.	
General Clerk II	\$15.52
Follows a number of specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file, simple posting to individual accounts, opening mail, running mail through metering machines, and calculating and posting charges to departmental accounts. Little or no subject-matter knowledge is required, but the clerk needs to choose the proper procedure for each task. Work requires a familiarity with the terminology of the office unit. Selects appropriate methods from a wide variety of procedures or makes simple adaptations and interpretations of a limited number of substantive guides and manuals. The clerical steps often vary in type or sequence, depending on the task. Recognized problems are referred to others.	
General Clerk III	\$16.88
Uses some subject-matter knowledge and judgment to complete assignments consisting of numerous steps that vary in nature and sequence. Selects from alternative methods and refers	



employment services

problems not solvable by adapting or interpreting substantive guides, manuals, or procedures. Typical duties include: assisting in a variety of administrative matters; maintaining a wide variety of financial or other records; verifying statistical reports for accuracy and completeness; and handling and adjusting complaints. May also direct lower level clerks. Positions above level IV are excluded. Such positions (which may include supervisory responsibility over lower level clerks) require workers to use a thorough knowledge of an office's work and routine to: 1) choose among widely varying methods and procedures to process complex transactions; and 2) select or devise steps necessary to complete assignments. Typical jobs covered by this exclusion include administrative assistants, clerical supervisors, and office managers		
Secretary	\$18.22	
This position provides principal secretarial support in an office, usually to one individual, and, in some cases, to the subordinate staff of that individual. The Secretary maintains a close and highly responsive relationship to the day-to-day activities of the supervisor and staff, works fairly independently receiving a minimum of detailed supervision and guidance, and performs various clerical and secretarial duties requiring knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office. Computers may exist in the environment, requiring working knowledge of certain office software programs.		
Receptionist	\$14.18	
This position greets visitors, determining nature of visits and directing visitors to appropriate persons. The Receptionist may also have other duties such as recording and transmitting messages; keeping records of calls placed; providing information to callers and visitors; making appointments; keeping a log of visitors; and issuing visitor passes. In this position, one may also work on a computer and perform other routine clerical work that may occupy the major portion of the worker's time.		
Word Processor	\$16.88	
Produces a variety of standard documents, such as correspondence, form letters, reports, tables and other printed materials. Work requires skill in typing; a knowledge of grammar, punctuation and spelling; and ability to use reference guides and equipment manuals. Performs familiar, routine assignments following standard procedures. Seeks further instructions for assignments requiring deviations from established procedures.		

PROPOSER'S EEO CERTIFICATION

GOOD PEOPLE EMPLOYMENT SERVICES

Company Name

9636 Tierra Grande St, Suite 104

San Diego, California 92126

Address

33-0628631

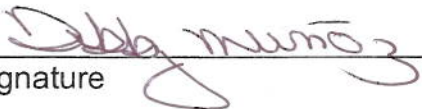
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()

Signature



October 1, 2008

Date

Debby Munoz, Vice-President/Owner
Name and Title of Signer (please print)

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

San Diego Personel, Inc. dba Good People Employment Services
Proposer Name

Vice-President/Owner
Proposer Official Title


Official's Signature

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: Debby Munoz, Vice President Date: October 1, 2008

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 established the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County Department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (Print name as shown in bid or proposal) Good People Employment Services, hereby submit this certification to the (County department) Board of Supervisors, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) Good People Employment Services, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address), _____, is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a complete Principal Owner Information form to the District Attorney Bureau of Family Support Operations; No longer required as of May 2004 based on child support services web site.
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653 a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

EXECUTED THIS First **DAY OF** October, 2008
(Month and Year)

at: San Diego, California Telephone No. 858-467-1348

by: Debby Munoz
Debby Munoz, Vice-President/Owner

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: District Attorney Bureau of Family Support Operations
Special Projects
P.O Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 890-9741

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) ☒ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☒ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☒ YES _____ NO _____ N/A (Program not available)

Proposer Organization: Good People Employment Services

Signature: 

Print Name: Debby Munoz

Title: Vice-President/Owner Date: October 1, 2008

Tel.#: 858-467-1348 Fax #: 858-595-0648

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Good People Employment Services			
Company Address: 9636 Tierra Grande St, Suite 104			
City: San Diego	State: California	Zip Code: 96126	
Telephone Number: 858-467-1348			
Solicitation For <u>Temporary</u> Services: Temporary Personnel Services			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Debby Munoz	Title: Vice-President/Owner
Signature: 	Date: October 1, 2008